



LODI CITY COUNCIL

Carnegie Forum
305 West Pine Street, Lodi

AGENDA – REGULAR MEETING

Date: September 5, 2007

Time: Closed Session 6:45 p.m.
Regular Meeting 7:00 p.m.

For information regarding this Agenda please contact:

Randi Johl

City Clerk

Telephone: (209) 333-6702

NOTE: All staff reports or other written documentation relating to each item of business referred to on the agenda are on file in the Office of the City Clerk and are available for public inspection. If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. To make a request for disability-related modification or accommodation contact the City Clerk's Office as soon as possible and at least 24 hours prior to the meeting date.

C-1 Call to Order / Roll Call

C-2 Announcement of Closed Session

- a) Actual Litigation: Government Code §54956.9(a); One Case; Hartford Accident and Indemnity Company, et al. v. City of Lodi, et al., Superior Court, County of San Francisco, Case No. 323658

C-3 Adjourn to Closed Session

NOTE: THE FOLLOWING ITEMS WILL COMMENCE NO SOONER THAN 7:00 P.M.

C-4 Return to Open Session / Disclosure of Action

A. Call to Order / Roll call

B. Invocation – Pastor Basil Matthews, St. Paul the Baptist Episcopal Church

C. Pledge of Allegiance

D. Presentations

D-1 Awards – None

D-2 Proclamations

- a) International Literacy Day (LIB)
b) Lodi Week of the Rose

D-3 Presentations

- a) Presentation of Certificate of Recognition to Bob Wheeler, Retiring Plant Manager of General Mills

E. Consent Calendar (Reading; Comments by the Public; Council Action)

E-1 Receive Register of Claims in the Amount of \$5,074,935.33 (FIN)

E-2 Approve Minutes (CLK)

- a) August 14, 2007 (Shirtsleeve Session)
b) August 15, 2007 (Regular Meeting)
c) August 21, 2007 (Shirtsleeve Session)
d) August 28, 2007 (Shirtsleeve Session)

E-3 Approve Plans and Specifications and Authorize Advertisement for Bids for Wastewater Main Replacement Program (Project No. 4) (PW)

E-4 Approve Request for Proposals for Roget Park Joint Development Project (PW)

- E-5 Accept Memorial Bench and Plaque Donation from John Jr. and Erica Teresi in Honor of the Teresi Family (PR)
- E-6 Accept Anonymous Bequest to the Parks and Recreation Department of \$156,000 for Lodi Lake and Playgrounds Throughout the City (CA)
- Res. E-7 Adopt Resolution Approving the Purchase of Polemount Transformers to GEXPRO (GE Supply), of North Highlands, CA (\$27,567.86) (EUD)
- Res. E-8 Adopt Resolution Authorizing the Sole-Source Purchase of a Jacobsen Model T628 Turfcut 4WD 72" Rotary Mower from H.V. Carter Company, Inc., of Sacramento, CA (\$22,538.07) (PR)
- Res. E-9 Adopt Resolution Authorizing the Purchase, Installation, and Maintenance of a Video Surveillance System at the Lodi Public Library to Alamo Alarm, of Lodi (\$11,731.56), and Appropriate \$11,731 (LIB)
- Res. E-10 Adopt Resolution Awarding the Contract for Restroom Replacement Improvements at Henry Graves Park, 2206 Oxford Way, and Beckman Park, 1426 West Century Boulevard, to Diede Construction, of Woodbridge, CA (\$347,994.08), and Appropriate \$363,000 (PR)
- E-11 Report on Contract Change Orders for White Slough Water Pollution Control Facility Phase 3 Improvements Project 2007 (PW)
- Res. E-12 Adopt Resolution Authorizing the City Manager to Approve a Three-Year Contract with ATT for T3 Internet Service (\$33,048 per year) (ISD)
- Res. E-13 Adopt Resolution Authorizing the City Manager to Execute a Master Energy Purchase and Sale Agreement with PPM Energy, Inc., of Portland, Oregon (EUD)
- Res. E-14 Adopt Resolution Authorizing the City Manager to Sign Agreement Forms with the Department of Justice, Office of Justice Programs, Bureau of Justice Assistance, Accepting Grant Funding in the Amount of \$28,450 (PD)
- Res. E-15 Adopt Resolution Vacating Ten-Foot Public Utility Easement Located at Lodi Memorial Hospital (975 South Fairmont Avenue and 1200 West Vine Street) (PW)
- Res. E-16 Adopt Resolution Amending Traffic Resolution No. 97-148 to Modify Street Parking Restrictions for Permit Parking Area Adjacent to Zone A (Near Pacific Coast Producers) (PW)
- Res. E-17 Adopt Resolution in Support of the City of Lodi Electric Utility's Energy Efficiency Program Targets, as Mandated by State Law (EUD)
- E-18 Set Public Hearing for September 19, 2007, to Introduce the Lodi Solar Rebate Program to Become Effective January 1, 2008 (EUD)
- E-19 Set Public Hearing for September 19, 2007, to Introduce Ordinance Amending Chapter 13.20, "Electrical Service," by Adding New Schedule CSS (California Solar Initiative Surcharge) to Become Effective December 1, 2007 (EUD)
- E-20 Set Public Hearing for September 19, 2007, to Consider Unmet Transit Needs in Lodi (PW)

F. Comments by the Public on Non-Agenda Items

THE TIME ALLOWED PER NON-AGENDA ITEM FOR COMMENTS MADE BY THE PUBLIC IS LIMITED TO FIVE MINUTES.

The City Council cannot deliberate or take any action on a non-agenda item unless there is factual evidence presented to the City Council indicating that the subject brought up by the public does fall into one of the exceptions under Government Code Section 54954.2 in that (a) there is an emergency situation, or (b) the need to take action on the item arose subsequent to the agenda's being posted.

Unless the City Council is presented with this factual evidence, the City Council will refer the matter for review and placement on a future City Council agenda.

G. Comments by the City Council Members on Non-Agenda Items

H. Comments by the City Manager on Non-Agenda Items

I. Public Hearings

Ord. I-1 Public Hearing to Consider the Introduction of an Ordinance Amending Chapter 13.20,
(Introduce) "Electrical Service," Section 13.20.210, Schedule EM (Mobile Home Park Service), to Become Effective November 1, 2007 (EUD)

Res. I-2 Public Hearing to Receive Comments on and Consider Adopting Resolution Accepting the City of Lodi's Report on Water Quality Relative to Public Health Goals (PW)

J. Communications

J-1 Claims Filed Against the City of Lodi – None

J-2 Appointments

a) Appointment of Alternate to the San Joaquin County Solid Waste Management Task Force (CLK)

J-3 Miscellaneous – None

K. Regular Calendar

K-1 Approve Site Recommendation for Preferred Site Selection for the Lodi Surface Water Treatment Facilities (PW)

K-2 Receive White Slough Water Pollution Control Facility Capital Improvement Project Update and Authorize the City Manager to Effectuate the Financing Plan for the Project (CM)

K-3 Update of Lodi's Request to the San Joaquin Council of Governments to Appoint a Member of the Lodi City Council to the San Joaquin Regional Rail Commission (CM)

K-4 Direct Staff to Prepare a Draft Amendment to the Lodi Municipal Code that Will Add a Freeway Commercial Overlay Zone Classification (CD)

K-5 Authorize Response to San Joaquin County Grand Jury Regarding its Investigation of the Request for Proposal Process Used by San Joaquin County Emergency Medical Services (CA)

K-6 Approve Expenses Incurred by Outside Counsel/Consultants Relative to the Environmental Abatement Program Litigation and Various Other Cases being Handled by Outside Counsel (\$131,276.78) (CA)

L. Ordinances – None

M. Meeting of the Lodi Financing Corporation

N. Adjournment

Pursuant to Section 54954.2(a) of the Government Code of the State of California, this agenda was posted at least 72 hours in advance of the scheduled meeting at a public place freely accessible to the public 24 hours a day.

Randi Johl
City Clerk



LODI CITY COUNCIL
Carnegie Forum
305 West Pine Street, Lodi

AGENDA - Lodi Financing Corporation
Date: September 5, 2007
Time: 7:00 p.m.

For information regarding this Agenda please contact:

Randi Johl
City Clerk
Telephone: (209) 333-6702

MEETING OF THE
Lodi Financing Corporation

- A. Call to order – President
- B. Roll call to be recorded by Secretary
- Res. C. Adopt Resolution Declaring the Intent of the Lodi Financing Corporation to Reimburse Certain Expenditures from Proceeds of Indebtedness for Wastewater Projects (CM)
- D. Other business
- E. Comments by public on non-agenda items
- F. Adjournment

Pursuant to Section 54954.2(a) of the Government Code of the State of California, this agenda was posted at least 72 hours in advance of the scheduled meeting at a public place freely accessible to the public 24 hours a day.

Randi Johl
Secretary
Lodi Financing Corporation



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CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: International Literacy Day

MEETING DATE: September 5, 2007

PREPARED BY: City Clerk

RECOMMENDED ACTION: Present proclamation proclaiming Saturday, September 8, 2007, as "International Literacy Day" in the City of Lodi.

BACKGROUND INFORMATION: The Mayor has been requested to present a proclamation proclaiming Saturday, September 8, 2007, as "International Literacy Day" in the City of Lodi. Stephanie Allen, Literacy Services Coordinator, will be at the meeting to accept the proclamation.

FISCAL IMPACT: None.

FUNDING AVAILABLE: None.

Randi Johl
City Clerk

RJ/JMP

APPROVED: _____
Blair King, City Manager



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CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Lodi Week of the Rose

MEETING DATE: September 5, 2007

PREPARED BY: City Clerk

RECOMMENDED ACTION: Present proclamation proclaiming the week of September 9 – 15, 2007, as “Lodi Week of the Rose” in the City of Lodi.

BACKGROUND INFORMATION: The Mayor has been requested to present a proclamation proclaiming the week of September 9 – 15, 2007, as “Lodi Week of the Rose” in the City of Lodi. Eleanor Ackerman, representing the Lodi/Woodbridge Rose Society, will be at the meeting to accept the proclamation.

FISCAL IMPACT: None.

FUNDING AVAILABLE: None.

Randi Johl
City Clerk

RJ/JMP

APPROVED: _____
Blair King, City Manager



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CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Presentation of Certificate of Recognition to Bob Wheeler, Retiring Plant Manager of General Mills

MEETING DATE: September 5, 2007

PREPARED BY: City Clerk

RECOMMENDED ACTION: Present Certificate of Recognition to Bob Wheeler, Retiring Plant Manager of General Mills.

BACKGROUND INFORMATION: Bob Wheeler, Plant Manager of General Mills, is retiring after 31 years of service, 23 years of which were devoted to this community. Mayor Johnson will present a Certificate of Recognition to Mr. Wheeler in recognition of his many valuable years of dedicated service and commitment to the General Mills employees and the citizens of this community.

FISCAL IMPACT: None.

FUNDING AVAILABLE: None.

Randi Johl
City Clerk

RJ/JMP

APPROVED: _____
Blair King, City Manager



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CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Receive Register of Claims Dated August 2, August 9, and August 16, 2007 in the Total Amount of \$5,074,935.33

MEETING DATE: September 5, 2007

PREPARED BY: Financial Services Manager

RECOMMENDED ACTION: Receive the attached Register of Claims for \$5,074,935.33.

BACKGROUND INFORMATION: Attached is the Register of Claims in the amount of \$5,074,935.33 dated 8/2/07, 8/9/07, and 8/16/07. Also attached is Payroll in the amount of \$2,347,411.43.

FISCAL IMPACT: n/a

FUNDING AVAILABLE: As per attached report.

Ruby R. Paiste, Financial Services Manager

RRP/rp

Attachments

APPROVED: _____
Blair King, City Manager

Accounts Payable
Council Report

Page - 1
Date - 08/17/07
Amount

As of Thursday	Fund	Name	Amount
08/02/07	00100	General Fund	676,937.27
	00160	Electric Utility Fund	6,947.83
	00164	Public Benefits Fund	66.79
	00170	Waste Water Utility Fund	533,469.20
	00180	Water Utility Fund	2,371.43
	00181	Water Utility-Capital Outlay	1,686.29
	00182	IMF Water Facilities	650.05
	00210	Library Fund	380.39
	00260	Internal Service/Equip Maint	11,869.17
	00270	Employee Benefits	15,613.90
	00300	General Liabilities	808.15
	00310	Worker's Comp Insurance	29,997.52
	00321	Gas Tax - 2105,2106,2107	16,225.06
	00340	Comm Dev Special Rev Fund	16,804.90
	00502	L&L Dist Z1-almond Estates	1,213.33
	00503	L&L Dist Z2-Century Meadows I	1,018.33
	00506	L&L Dist Z5-Legacy I,II Kirst	1,538.34
	00507	L&L Dist Z6-The Villas	460.00
	01211	Capital Outlay/General Fund	2,870.00
	01212	Parks & Rec Capital	569.93
	01250	Dial-a-Ride/Transportation	6,645.81
	01410	Expendable Trust	10,806.10

Sum			1,338,949.79
	00184	Water PCE-TCE Settlements	2,117.60
	00190	Central Plume	56,407.56

Sum			58,525.16

Total for Week			
Sum			1,397,474.95

		Accounts Payable	Page	-	1
		Council Report	Date	-	08/17/07
As of	Fund	Name		Amount	
Thursday					
08/09/07	00100	General Fund		399,791.30	
	00160	Electric Utility Fund		25,115.58	
	00161	Utility Outlay Reserve Fund		16,291.80	
	00164	Public Benefits Fund		137.25	
	00170	Waste Water Utility Fund		104,777.22	
	00172	Waste Water Capital Reserve		1,300,370.09	
	00180	Water Utility Fund		2,242.24	
	00181	Water Utility-Capital Outlay		11,389.78	
	00182	IMF Water Facilities		19,806.96	
	00210	Library Fund		5,199.05	
	00260	Internal Service/Equip Maint		23,475.88	
	00270	Employee Benefits		398,934.42	
	00300	General Liabilities		316,787.00	
	00320	Street Fund		79.42	
	00321	Gas Tax - 2105,2106,2107		4,004.65	
	00325	Measure K Funds		4,270.60	
	00340	Comm Dev Special Rev Fund		15,315.94	
	01241	LTF-Pedestrian/Bike		1,236.00	
	01250	Dial-a-Ride/Transportation		4,502.49	
	01410	Expendable Trust		2,934.53	
Sum				2,656,662.20	
	00184	Water PCE-TCE Settlements		81.67	
Sum				81.67	
		Total for Week		2,656,743.87	

Accounts Payable
Council Report
Name

Page - 1
Date - 08/17/07
Amount

As of Thursday	Fund	Name	Amount
08/16/07	00100	General Fund	515,044.67
	00130	Redevelopment Agency	4,950.00
	00160	Electric Utility Fund	5,714.02
	00161	Utility Outlay Reserve Fund	212,456.34
	00164	Public Benefits Fund	11,674.85
	00170	Waste Water Utility Fund	7,437.05
	00172	Waste Water Capital Reserve	40,181.33
	00180	Water Utility Fund	3,910.22
	00181	Water Utility-Capital Outlay	1,508.50
	00182	IMF Water Facilities	4,180.69
	00210	Library Fund	3,160.29
	00234	Local Law Enforce Block Grant	7,816.24
	00235	LPD-Public Safety AB 1913	3,052.23
	00260	Internal Service/Equip Maint	16,729.78
	00270	Employee Benefits	27,155.90
	00321	Gas Tax - 2105,2106,2107	17,464.04
	00325	Measure K Funds	4,092.00
	00327	IMF(Local) Streets Facilities	188.00
	00335	CALTRANS Imp. Program	409.15
	00337	Traffic Congestion Relf-AB2928	36,742.75
	00338	IMF Regional Transportation	14,560.23
	00340	Comm Dev Special Rev Fund	6,815.22
	01212	Parks & Rec Capital	338.23
	01218	IMF General Facilities-Adm	11,212.45
	01250	Dial-a-Ride/Transportation	6,658.54
	01410	Expendable Trust	30,282.42
Sum			993,735.14
	00184	Water PCE-TCE Settlements	126.00
	00190	Central Plume	26,855.37
Sum			26,981.37
		Total for Week	
Sum			1,020,716.51

Council Report for Payroll

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Date

- 08/24/07

Payroll	Pay Per Date	Co	Name	Gross Pay
			-	
Regular	07/29/07	00100	General Fund	790,913.71
		00160	Electric Utility Fund	131,546.32
		00164	Public Benefits Fund	5,208.75
		00170	Waste Water Utility Fund	75,627.01
		00180	Water Utility Fund	1,892.07
		00210	Library Fund	35,066.67
		00235	LPD-Public Safety Prog AB 1913	3,961.97
		00260	Internal Service/Equip Maint	19,160.29
		00321	Gas Tax	55,735.79
		00340	Comm Dev Special Rev Fund	34,503.58
		01250	Dial-a-Ride/Transportation	3,114.56
			Pay Period Total:	
Sum				1,156,730.72

Council Report for Payroll

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Date

- 08/24/07

Payroll	Pay Per Date	Co	Name	Gross Pay
			-	
Regular	08/12/07	00100	General Fund	815,235.50
		00160	Electric Utility Fund	137,522.72
		00164	Public Benefits Fund	5,208.75
		00170	Waste Water Utility Fund	77,245.65
		00180	Water Utility Fund	1,824.95
		00210	Library Fund	35,760.57
		00235	LPD-Public Safety Prog AB 1913	3,888.24
		00260	Internal Service/Equip Maint	19,224.54
		00321	Gas Tax	56,811.83
		00340	Comm Dev Special Rev Fund	34,843.40
		01250	Dial-a-Ride/Transportation	3,114.56
			Pay Period Total:	
Sum				1,190,680.71



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CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Approve Minutes
a) August 14, 2007 (Shirtsleeve Session)
b) August 15, 2007 (Regular Meeting)
c) August 21, 2007 (Shirtsleeve Session)
d) August 28, 2007 (Shirtsleeve Session)

MEETING DATE: September 5, 2007

PREPARED BY: City Clerk

RECOMMENDED ACTION: Approve the following minutes as prepared:
a) August 14, 2007 (Shirtsleeve Session)
b) August 15, 2007 (Regular Meeting)
c) August 21, 2007 (Shirtsleeve Session)
d) August 28, 2007 (Shirtsleeve Session)

BACKGROUND INFORMATION: Attached are copies of the subject minutes, marked Exhibits A through D.

FISCAL IMPACT: None.

FUNDING AVAILABLE: None required.

Randi Johl
City Clerk

RJ/JMP

Attachments

APPROVED: _____
Blair King, City Manager

**CITY OF LODI
INFORMAL INFORMATIONAL MEETING
"SHIRTSLEEVE" SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, AUGUST 14, 2007**

EXHIBIT A

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, August 14, 2007, commencing at 7:00 a.m.

A. ROLL CALL

Present: Council Members – Hansen, Hitchcock, Katzakian, and Mayor Johnson

Absent: Council Members – Mounce

Also Present: City Manager King, City Attorney Schwabauer, and City Clerk Johl

B. TOPIC(S)

B-1 "Utilities Quarterly Update"

City Manager King briefly introduced the subject matters.

Deputy City Manager Krueger provided an overview of the water and wastewater utilities quarterly update. Specific topics of discussion included summary, wastewater financials ending June 30, 2007, wastewater operating expenses, water financials ending June 30, 2007, and water expenses by series.

In response to Mayor Johnson, Mr. Krueger stated that the other figure in the wastewater fund is primarily interest.

In response to Council Member Hitchcock, Public Works Director Prima stated the service water facility and an unfinished water well may account for what was not done from the capital outlay funds.

In response to Council Member Hansen, Mr. King stated the repayment of the previously borrowed \$6 million was accounted for and set up in a rate structure through a repayment schedule.

In response to Council Member Hansen, Mr. Krueger stated the savings mainly come from the non-purchase of granular activated carbon filters, staff shortages, and other various items. Mr. Krueger stated the other payments amount will be less than shown because all anticipated expenses, including the Woodbridge water payment, were conservatively accounted for.

In response to Council Member Hitchcock, Mr. Krueger stated unused amounts are rolled over to the next year if there is a contract because the amount is encumbered. Mr. King provided a brief overview of the process associated with transfers to the fund balance.

Electric Utility Director Morrow provided an overview of the electric utility quarterly update. Specific topics of discussion included the cash position and overview, financial results, electric expenses by series, sales, heating and cooling degree days, other revenue, the Northern California Power Agency (NCPA) general operating reserve, financial forecast, financial ratings, power supply, open position, and overall summary.

In response to Council Member Hitchcock, Mr. Morrow stated last year the market surpassed the budget fairly quickly due to timing. Mr. Morrow stated the market can again fluctuate this year, but there is a better cushion.

In response to Mayor Johnson, Mr. Morrow stated the upcoming year will be more stable because in 2007 the budget was finalized before some purchases were made. He stated this year the purchases were primarily made before the budget was finalized, but there is still the fluctuating market factor.

In response to Mayor Johnson, Mr. Morrow stated the transmission cost may be lower because of ancillary services and he will bring back additional information regarding the same at the next update. Mr. King stated transmission cost was one of the biggest variables last year.

In response to Mayor Johnson, Mr. Morrow stated there is no hard line minimum amount that NCPA would like us to maintain. He stated they are looking for the City to maintain a certain level of reserves; however, that is consistent with a three-month purchase price.

In response to Myrna Wetzel, Mr. Morrow stated they do receive interest and that amount is placed into securities.

In response to Mayor Johnson, Mr. Morrow and Mr. King stated the Roseville money is reflected in the purchase power chart and the money will be placed into the reserve to further the Council's goal and policy of increasing its reserves.

In response to Council Member Hansen, Mr. Morrow stated the estimated completion date for Roseville is October 1, 2007.

In response to Council Member Hitchcock, Mr. Morrow stated purchase power cost fluctuation is very difficult to predict and the 2011 anticipated fluctuation is based on NCPA's estimate of gas prices going down.

In response to Mayor Johnson, Council Member Hansen and Mr. Morrow stated that there may be some new technology available with the geothermal, which is less than 20% of the City's renewable energy portfolio.

City Manager King provided an overview of the newly received ratings from Standard and Poor's and Fitch. He stated the improved ratings were based on the City's reduced open position, policy for reserves, and overall consistency. Council Member Hansen stated he is meeting with Fitch representatives and the goal is to continue improving and receive a AAA-rating again.

B-2 "Electric Utility Department Westside Substation Overview"

Electric Utility Director Morrow provided an overview of the Westside substation. Specific topics of discussion included substations, typical substation layout, Westside substation location, site map, property details, overview, preliminary layout, load serving capacity, schedule, tasks completed, proposed request for proposals, and summary.

In response to Council Member Hansen, Mr. Morrow stated, while there is current reliability and capacity, the goal is to ensure there is future reliability and capacity.

In response to Council Member Hitchcock, Mr. Morrow stated the standard load on a normalized station is 48 megawatts or below since this ensures that additional loads may be picked up if needed without harming the system.

In response to Myrna Wetzel, Mr. Morrow stated there is no way to store energy at a substation as they are only working on capacity.

In response to Council Member Hitchcock, Mr. Morrow stated they are generally looking at 70%.

In response to Mayor Johnson, Mr. Morrow stated new development will be contributing to the station and they will look to borrow funds until the development comes online.

In response to Council Member Hitchcock, Mr. Morrow stated there is approximately \$4 million remaining from the previous borrowing.

In response to Council Member Hansen, Mr. Morrow stated the best case scenario for the Lodi Project is 2011, but it will likely be a bit later than that and there may be good time correlation between the two.

City Manager King stated the pipeline rehabilitation information will be brought to Council on September 5.

C. COMMENTS BY THE PUBLIC ON NON-AGENDA ITEMS

- Myrna Wetzel spoke in opposition to the graffiti within the City and gave examples of the same. Mr. King provided an overview of staff discussions, housing, proactive efforts, the County ordinance, and staff and/or contracting services to eliminate graffiti.

In response to Council Member Hitchcock, Mr. Prima stated the graffiti removal vehicle goes out twice a week and response time is generally within a week in good weather conditions.

In response to Council Member Hitchcock, Mr. King stated Community Development Block Grant funds could be expended on graffiti removal and the current budgeted amounts could be expended on removal as well. He stated he would like to have a full-time removal program if possible. Mayor Johnson suggested staff look into the matter and provide some thoughts to the City Council regarding the same.

D. ADJOURNMENT

No action was taken by the City Council. The meeting was adjourned at 8:18 a.m.

ATTEST:

Randi Johl
City Clerk

**LODI CITY COUNCIL
REGULAR CITY COUNCIL MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
WEDNESDAY, AUGUST 15, 2007**

C-1 CALL TO ORDER / ROLL CALL

The City Council Closed Session meeting of August 15, 2007, was called to order by Mayor Johnson at 6:35 p.m.

Present: Council Members – Hansen, Hitchcock, and Mayor Johnson

Absent: Council Members – Katzakian and Mounce

Also Present: City Manager King, City Attorney Schwabauer, and City Clerk Johl

C-2 ANNOUNCEMENT OF CLOSED SESSION

a) Actual Litigation: Government Code §54956.9(a); One Case; Hartford Accident and Indemnity Company, et al. v. City of Lodi, et al., Superior Court, County of San Francisco, Case No. 323658

b) Actual Litigation: Government Code §54956.9(a); One Case; People of the State of California; and the City of Lodi, California v. M & P Investments, et al., United States District Court, Eastern District of California, Case No. CIV-S-00-2441 FCD JFM

C-3 ADJOURN TO CLOSED SESSION

At 6:35 p.m., Mayor Johnson adjourned the meeting to a Closed Session to discuss the above matters.

The Closed Session adjourned at 6:50 p.m.

C-4 RETURN TO OPEN SESSION / DISCLOSURE OF ACTION

At 7:03 p.m., Mayor Johnson reconvened the City Council meeting, and City Attorney Schwabauer disclosed the following actions.

In regard to Items C-2 (a) and C-2 (b), settlement discussion was had and direction was given.

A. CALL TO ORDER / ROLL CALL

The Regular City Council meeting of August 15, 2007, was called to order by Mayor Johnson at 7:03 p.m.

Present: Council Members – Hansen, Hitchcock, Katzakian, and Mayor Johnson

Absent: Council Members – Mounce

Also Present: City Manager King, City Attorney Schwabauer, and City Clerk Johl

B. INVOCATION

The invocation was given by Pastor Alan Kimber, First United Methodist Church.

C. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Johnson.

D. AWARDS / PROCLAMATIONS / PRESENTATIONS

D-1 Awards – None

D-2 Proclamations – None

D-3 Presentations – None

E. CONSENT CALENDAR

In accordance with the report and recommendation of the City Manager, Council, on motion of Council Member Hitchcock, Katzakian second, approved the following items hereinafter set forth **except those otherwise noted** by the vote shown below:

Ayes: Council Members – Hansen, Hitchcock, Katzakian, and Mayor Johnson

Noes: Council Members – None

Absent: Council Members – Mounce

- E-1 Claims were approved in the amount of \$7,500,105.48.
- E-2 The minutes of July 18, 2007 (Regular Meeting), July 24, 2007 (Special Joint Shirtsleeve Session w/Lodi Budget/Finance Committee), July 31, 2007 (Shirtsleeve Session), August 1, 2007 (Regular Meeting), August 3, 2007 (Special Meeting), and August 7, 2007 (Shirtsleeve Session) were approved as written.
- E-3 Received quarterly report of purchases between \$5,000 and \$20,000.
- E-4 Adopted Resolution No. 2007-165 authorizing the purchase and installation of an ASTRO P25 UHF voted repeater radio system from Motorola and Delta Wireless & Network Solutions in the amount of \$86,860 to replace the Lodi Police Department's existing primary communication channel.
- E-5 Adopted Resolution No. 2007-166 awarding the contract for security services at the Lodi Station and Lodi Station Parking Structure to Securitas Security Services USA, Inc., of Fresno, for the estimated three-year cost of \$255,000, and authorizing the City Manager to negotiate one two-year extension, with escalators not to exceed 5%.
- E-6 Adopted Resolution No. 2007-167 authorizing the purchase of process chemical sodium hydroxide for use at the White Slough Water Pollution Control Facility from Basic Chemical Solutions, of Santa Fe Springs, in the amount of \$55,500, and authorizing the City Manager to approve additional purchases.
- E-7 "Adopt Resolution Awarding Professional Services Agreement for City of Lodi Short Range Transit Plan 2007-2017 to Nelson/Nygaard Consulting Associates, of San Francisco, and Appropriating Funds (\$57,000)" was **removed from the Consent Calendar and discussed and acted upon following approval of the Consent Calendar**.
- E-8 Authorized the City Manager to execute renewal and amendment to service agreement contract with the San Joaquin County Sheriff's Office for Community Corps for the period of August 1, 2007 through June 30, 2008.
- E-9 Authorized the Treasurer to enter into agreement with Farmers and Merchants Bank of Central California for the issuance of a City credit card for Community Center Director James Rodems and Interim Parks and Recreation Director Steve Dutra.
- E-10 Approved addendum to State of California Purchase Card Program.
- E-11 Adopted Resolution No. 2007-168 approving pedestrian safety improvements on Century Boulevard at Dartmoor Circle with funds provided by Lodi Unified School District for the benefit of Tokay High School.
- E-12 Adopted Resolution No. 2007-169 approving pedestrian crossing on Woodhaven Lane at Inglewood Drive with funds provided by Lodi Unified School District for the benefit of Woodbridge Elementary School.

- E-13 "Authorize City Manager to Participate in Discussions on the Formation of the Central Valley Resources Agency" was **removed from the Consent Calendar and discussed and acted upon following approval of the Consent Calendar.**
- E-14 Set public hearing for September 5, 2007, to introduce ordinance amending Chapter 13.20, "Electrical Service," by amending Section 13.20.210, Schedule EM (Mobile Home Park Service), to become effective November 1, 2007.

ACTION ON ITEMS REMOVED FROM THE CONSENT CALENDAR

- E-7 "Adopt Resolution Awarding Professional Services Agreement for City of Lodi Short Range Transit Plan 2007-2017 to Nelson/Nygaard Consulting Associates, of San Francisco, and Appropriating Funds (\$57,000)"

This item was pulled for further discussion by Council Member Katzakian.

In response to Council Member Katzakian, Mr. Prima stated the agreement is being done at this time because there are pending projects including Reynolds Ranch and Blue Shield. He stated it is cost effective to do them together and they are conditioned to do a transit study based on environmental requirements.

In response to Council Member Katzakian, Mr. Prima stated the residential development may be a ways off, but the Blue Shield and commercial areas are much closer. He stated service should be available when the doors open.

In response to Mayor Johnson, Mr. Prima stated the information from the study is valid for quite some time unless the plans themselves change significantly.

In response to Council Member Hitchcock, Mr. Prima stated the timing should be consistent with the tentative map process.

MOTION / VOTE:

The City Council, on motion of Mayor Johnson, Hansen second, adopted Resolution No. 2007-170 awarding professional services agreement for City of Lodi Short Range Transit Plan 2007-2017 to Nelson/Nygaard Consulting Associates, of San Francisco, and appropriating funds in the amount of \$57,000. The motion carried by the following vote:

Ayes: Council Members – Hansen, Hitchcock, Katzakian, and Mayor Johnson

Noes: Council Members – None

Absent: Council Members – Mounce

- E-13 "Authorize City Manager to Participate in Discussions on the Formation of the Central Valley Resources Agency"

This item was pulled for a presentation by Council Member Hitchcock.

City Manager King provided an overview of the request to participate in discussions about the formation of the proposed Agency. Mr. King specifically discussed the City's contact with PacWest Communications, participation by public and private agencies to look at funding issues for flood and levy issues, other related water issues that may arise, original request for a resolution endorsing the group, communications with the Stockton City Manager regarding the same, the Sacramento County group, purpose of a united voice to address flood and levy control issues, general water concerns for the City, the need to have a seat at the table without financial contribution, and the request to do the same.

In response to Council Member Hitchcock, Mr. King stated staff is requesting a vote on the matter because it is a topic of general concern and staff felt it was important for the Council to be aware of the related issues.

In response to Council Member Hitchcock, Mr. King stated a vote is needed to signal the Council's awareness of the issues and further information will be brought back as it becomes available.

In response to Council Member Hitchcock, Mr. King stated he has not yet had an opportunity to look at the Sacramento model.

Kelly Foote spoke in favor of the proposed item. He specifically discussed the status of the organization as a 501(c)(4), private and public entity involvement, flooding and levy issues throughout the County, Sacramento County model, objectives of the organization, funding issues, PacWest Communications business make-up as a private lobbying company, the ability to bring all interested parties together, possible request for dollars for membership assessed on a need basis, lobbying efforts for federal funds and advocacy on the main issues, public education in response to Federal Emergency Management Agency regulations, and other issues, which may include levy construction, upstream requirements, habitat issues, and groundwater recharge.

In response to Mayor Johnson, Mr. Foote stated there are proposed draft bylaws, but the membership, when formed, will finalize the same.

In response to Council Member Hitchcock, Mr. Prima stated the County sent a package of information, but the bylaws were not clearly identified in the package. Mr. King stated that the current action before the Council is limited to participation in the discussions only.

MOTION / VOTE:

The City Council, on motion of Council Member Hansen, Katzakian second, authorized the City Manager to participate in discussions on the formation of the Central Valley Resources Agency. The motion carried by the following vote:

Ayes: Council Members – Hansen, Katzakian, and Mayor Johnson

Noes: Council Members – Hitchcock

Absent: Council Members – Mounce

F. COMMENTS BY THE PUBLIC ON NON-AGENDA ITEMS

- Ted Koffee, Vice President of the Boosters of Boys and Girls Sports Organization (BOBS), spoke in favor of the organization's contribution of \$20,000 to the "Save the Grape Bowl" effort on behalf of the kids in the community. Council Member Hansen and Mayor Johnson thanked the BOBS for the contribution.
- Richard Jones of the Lodi Boys and Girls Club invited the community and Council to attend the Hall of Fame dinner on October 13, 2007, and introduced the inductees.

G. COMMENTS BY CITY COUNCIL MEMBERS ON NON-AGENDA ITEMS

- Council Member Hansen reported on his attendance at a meeting with Northern California Power Agency and Fitch in Calistoga. He also briefly discussed the geyser geothermal project and solar electric project with water pumps as a green resource.
- Mayor Johnson commended Aaron England of the U.S. Air Force Auxiliary for his contributions as a volunteer to the City's beautification.

H. COMMENTS BY THE CITY MANAGER ON NON-AGENDA ITEMS

None.

I. PUBLIC HEARINGS

None.

J. COMMUNICATIONS

J-1 Claims Filed Against the City of Lodi – None

J-2 The following postings/appointments were made:

- a) “Appointment of Alternate to the San Joaquin County Solid Waste Management Task Force”

It was requested that this item be brought back to the City Council at the next regularly scheduled meeting after further information regarding meeting schedules and appointment requirements was obtained.

- b) The City Council, on motion Council Member Hitchcock, Johnson second, directed the City Clerk to post for the following vacancy and re-post for the two remaining vacancies by the vote shown below:

Ayes: Council Members – Hansen, Hitchcock, Katzakian, and Mayor Johnson

Noes: Council Members – None

Absent: Council Members – Mounce

Lodi Arts Commission

Beverly Norcross Term to expire July 1, 2010

Vacancy Term to expire July 1, 2008

Vacancy Term to expire July 1, 2008

J-3 Miscellaneous

- a) The City Council, on motion of Council Member Hansen, Johnson second, accepted the cumulative Monthly Protocol Account Report through July 31, 2007. The motion carried by the following vote:

Ayes: Council Members – Hansen, Hitchcock, Katzakian, and Mayor Johnson

Noes: Council Members – None

Absent: Council Members – Mounce

K. REGULAR CALENDAR

K-1 “Receive Results of the 2007 Lodi Citizen Survey”

City Manager King provided an overview of the survey. Specific topics of discussion included citizen satisfaction, approximately \$13,000 cost, study methods, characteristics of residents, use of services and facilities in the last 12 months, core services results, comparisons with national norms, results, value, what residents want, sales tax for public safety, and greenbelt support or opposition, specific questions for support on City-specific responses, and general information provided by survey.

In response to Mayor Johnson, Mr. King stated there is no way to tell from the generalized question on whether or not there was confusion among the responders to the survey regarding fire and ambulance service.

In response to Council Member Hitchcock, Mr. King stated the results and numbers showing how the City’s results compare with other jurisdictions is posted on the City’s website.

In response to Council Member Hansen, Mr. Prima stated citizens with questions or concerns regarding traffic signal timing can contact him or the City Engineer in the Public Works Department. Council Member Hansen requested that information be provided to the Council regarding the same in the future.

In response to Council Member Hitchcock, Mr. Hood stated additional information is also available on the City's website at www.lodi.gov.

MOTION / VOTE:

There was no Council action taken on this matter.

RECESS

At 8:20 p.m., Mayor Johnson called for a recess, and the City Council meeting reconvened at 8:31 p.m.

K. REGULAR CALENDAR (Continued)

K-2 "Approve Staff Recommendation for Preferred Site Selection for the Lodi Surface Water Treatment Facilities"

Public Works Director Prima and Richard Stratton (HDR) provided an overview of the alternative site evaluation – initial screening. Topics of discussion included purpose of initial screening, selection criteria, potential surface water treatment facility sites, location of alternative sites, pictures of alternative sites, preliminary evaluation, membrane water treatment plant, conventional water treatment plant, size of site, environmental impact, flood hazard, pipeline, cost, educational opportunities, aesthetic compatibility with surroundings, findings and recommendations, location of recommended site, parks and recreation issues, Commission comments, site aerial view, and the next steps.

In response to Council Member Hansen, Mr. Stratton stated the land acquisition chart shows units in \$1,000 and Site A and E would be close to \$2 million.

In response to Council Member Hansen, Mr. Prima stated the initial Woodbridge Irrigation District (WID) contract provided for a three-year banking period with an extension option. He stated staff is meeting with the District shortly and will be coming back to the Council in the next few months.

In response to Council Member Hansen, Mr. Prima stated the building would need to be raised a little, but the berm separator would stay in place.

In response to Council Member Hansen, Mr. Prima stated the flood maps show that water may come out of the lake by the entrance; although, there is protection with the Commanche Dam in place.

Council Member Hitchcock stated all alternatives should be looked at carefully for costs and impacts on development, existing residents and the plant. She stated she was in favor of Alternative B.

In response to Council Member Katzakian, Mr. Prima stated the pipeline and pump station are upstream and come down and will get five acres or less. Mr. Prima stated there is a trail on the site now.

In response to Council Member Katzakian, Mr. Prima stated it is not a current park and the pipeline can go underneath the railroad.

Discussion ensued between Mayor Johnson and Mr. Stratton regarding water flow down the canal and extraction, Site D options, piping cost versus land savings for Site A and Site B, \$7.5 million for piping, which includes fish screen, WID canal, Bakersfield's dealings with the Department of Health for related matters, risk associated with treatment, negotiations and contract for drawing water, Site D options, and structure costs.

In response to Council Member Katzakian, Mr. Prima stated filtering water back into the City will cost more, the Awani site will take additional work and permitting, and permitting for new diversion points is difficult when one exists already as intake is not recommended.

In response to Mayor Johnson, City Manager King stated the City Council previously considered options associated with forming a Mello-Roos district, assumptions regarding the burden of the cost to be shared by new and existing development, and utilizing development agreements as a tool for the financing element.

Discussion ensued between Mayor Johnson, Council Member Katzakian and Council Member Hansen regarding utilizing the 5-acre piece versus the 13-acre piece and overall use of parkland.

In response to Council Member Hansen, Mr. Prima stated staff has not yet spoken with General Mills regarding its interest level and/or its future plans. Mr. Prima suggested reviewing both sites simultaneously while speaking with General Mills to ascertain its interest level.

In response to Council Member Katzakian, Mr. Prima stated there is no specific plan currently on exact location of the site.

MOTION #1 / VOTE:

Council Member Hansen made a motion, Katzakian second, to move forward with looking at both Site A and Site B. The motion **failed** by the following vote:

Ayes: Council Members – Hansen and Katzakian
Noes: Council Members – Hitchcock and Mayor Johnson
Absent: Council Members – Mounce

City Manager King requested additional deliberation to provide direction to staff.

Discussion ensued between the City Council regarding the possibility of looking at Site B and confirming interest on behalf of General Mills regarding the same.

MOTION #2 / VOTE:

The City Council, on motion of Council Member Hitchcock, Johnson second, directed staff to review the options available for Site B and present information regarding the same to the City Council at the next regularly scheduled meeting. The motion carried by the following vote:

Ayes: Council Members – Hansen, Hitchcock, Katzakian, and Mayor Johnson
Noes: Council Members – None
Absent: Council Members – Mounce

K-3 “Adopt Resolution Accepting the Estimates of Value and Authorizing the Sale of City-Owned Property”

Fire Chief Pretz provided an overview of the subject matter and specifically discussed the valuations from the appraisal report.

Discussion ensued between Council Member Hansen, Chief Pretz, and City Manager King regarding the possibility of utilizing the Lockeford Street property as affordable housing, similar to the Kentucky House Project, if the site was donated and developer options regarding the same.

Council Member Hitchcock stated she would like to see the proposed sale of the subject properties coincide with redevelopment if possible.

Discussion ensued between Council Member Hitchcock, Chief Pretz, City Manager King, and City Attorney Schwabauer regarding the Awani property site, usage history of the site, and potential options for buyers regarding contractual obligations and environmental analysis.

In response to Council Member Hitchcock, Mr. Prima stated it is likely that the Century Boulevard right of way will not be built due to funding. Mr. Prima also provided a brief history of the right of way.

Kathy Grant spoke in opposition to any proposed sale of the Awani property based on her concerns regarding preservation of the scenic overlook and public access.

MOTION / VOTE:

The City Council, on motion of Council Member Hansen, Hitchcock second, adopted Resolution No. 2007-171 accepting the estimates of value and authorizing the sale and/or lease of the following City-owned properties by the vote shown below:

Ayes: Council Members – Hansen, Hitchcock, Katzakian, and Mayor Johnson

Noes: Council Members – None

Absent: Council Members – Mounce

- 1119 – 1120 Awani Drive (APN 041-250-38 & 041-410-01) 3.65 acres – \$1,200,000
- 217 East Lockeford Street (APN 041-220-02) 1.36 acres – \$ 340,000
- Century Boulevard right-of-way (West of Stockton Street) 3.06 acres – \$ 400,000*

**Annual lease payment of \$40,000 for this property based on appraised value.*

K-4 “Adopt Resolution Authorizing the City Manager to Issue a Request for Proposals for Brokerage Services to Sell Surplus City-Owned Real Estate Properties”

City Manager King provided an overview of the subject matter and proposed brokerage services.

In response to Council Member Hitchcock, Mr. King stated that the request for proposals was open to anyone. City Attorney Schwabauer stated current Planning Commissioner Hennecke would be ineligible to vote on the matter.

In response to Mayor Johnson, Mr. King stated minimums were the appraised amounts. Mr. King provided an overview of the gifting of public funds and estimated values. He confirmed there is no commission.

Discussion ensued between Council Member Hitchcock, Mayor Johnson, and City Manager King regarding the timing of the proposed sale, the need for quality industrial sites, market fluctuations and the process associated with any potential sale.

In response to Council Member Hansen, Mr. King confirmed that the City Council has final say on any actual sale of the property.

MOTION / VOTE:

The City Council, on motion of Council Member Hansen, Johnson second, adopted Resolution No. 2007-172 authorizing the City Manager to issue a request for proposals for brokerage services to sell the 9.09-acre real estate property located at 500 South Guild Avenue; the 3.65-acre parcel at 1119-1120 Awani Drive; the 1.36-acre parcel at 217 East Lockeford Street; and lease the 3.06-acre right-of-way on Century Boulevard (west of Stockton Street), utilizing a two-tiered brokerage fee structure. The motion carried by the following vote:

Ayes: Council Members – Hansen, Katzakian, and Mayor Johnson

Noes: Council Members – Hitchcock

Absent: Council Members – Mounce

- K-5 "Adopt Resolution Authorizing the City Manager to Execute a Contract with Moore, Iacofano, & Goltsman Inc. to Prepare Guidelines for Transit Oriented Development"

Planning Manager Peter Pirnejad provided a presentation regarding the proposed agreement. Specific topics of discussion included process, requests by five companies, Transit Oriented Development proposal rating system, Moore, Iacofano, & Goltsman Inc. qualifications, staff workings with proposed company, and the design guidelines process.

In response to Council Member Hansen, Mr. Pirnejad stated the City received a grant for this project and no general funds were expended. Mr. King stated the top three consultant proposals were within \$1,000 of one another.

In response to Council Member Hansen, Mr. Pirnejad stated there are additional improvements to be made at the Smart & Final site, but the landscaping work to be performed by Smart & Final was completed. Mr. King stated the EMap program is a separate piece and the grant will position us to receive additional funding in the future.

MOTION / VOTE:

The City Council, on motion of Council Member Hitchcock, Hansen second, adopted Resolution No. 2007-173 authorizing the City Manager to execute a contract with Moore, Iacofano, & Goltsman Inc. to prepare guidelines for Transit Oriented Development in the amount of \$84,435. The motion carried by the following vote:

Ayes: Council Members – Hansen, Hitchcock, Katzakian, and Mayor Johnson

Noes: Council Members – None

Absent: Council Members – Mounce

- K-6 "Approve Expenses Incurred by Outside Counsel/Consultants Relative to the Environmental Abatement Program Litigation (\$140,263.96)"

MOTION / VOTE:

The City Council, on motion of Mayor Johnson, Hansen second, approved the expenses incurred by outside counsel/consultants relative to the Environmental Abatement Program litigation in the amount of \$140,263.96, as detailed below, by the following vote:

Ayes: Council Members – Hansen, Hitchcock, Katzakian, and Mayor Johnson

Noes: Council Members – None

Absent: Council Members – Mounce

Folger Levin & Kahn – Invoices Distribution

Matter No.	Invoice No.	Date	Description	Water Account Amount
8002	103186	Jun 07	People v. M&P Investments	\$ 6,559.19
8003	103187	Jun 07	Hartford Insurance Coverage Litigation	\$158,876.10
			Contingency Fee Amount Savings	(100,738.00)
			Credit for June Client Charges for overpayment of Costs on Inv. #102108	(8,138.10)
8008	103188	Jun 07	City of Lodi v. Envision Law Group	\$ 72,462.81
	14648	Feb-Apr 07	PES Environmental, Inc. (Keith O'Brien)	\$ 3,386.00
			Total	\$132,408.00

MISCELLANEOUS

Invoice No.	Date	Description	Water Account Amount
875201	7/26/2007	Harry A. Cannon	\$ 2,020.80
875401	7/27/2007	Harry A. Cannon	\$ 1,896.85
1315518-100	6/29/2007	JAMS Mediation Services	\$ 1,644.66
CA14489	7/18/2007	Veritext Orange County Reporting Co.	\$ 1,001.30
CA14507	7/18/2007	Veritext Orange County Reporting Co.	\$ 1,292.35
		Total	\$ 7,855.96

Continued August 15, 2007

L. ORDINANCES

None

M. ADJOURNMENT

There being no further business to come before the City Council, the meeting was adjourned at 10:31 p.m.

ATTEST:

Randi Johl
City Clerk

**CITY OF LODI
INFORMAL INFORMATIONAL MEETING
"SHIRTSLEEVE" SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, AUGUST 21, 2007**

EXHIBIT C

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, August 21, 2007, commencing at 7:00 a.m.

A. ROLL CALL

Present: Council Members – Hansen, Hitchcock, Katzakian, and Mayor Johnson
Absent: Council Members – Mounce
Also Present: City Manager King, City Attorney Schwabauer, and Deputy City Clerk Perrin

B. TOPIC(S)

B-1 "Receive Status of San Joaquin County's Consideration of an Armstrong Road Agricultural/Cluster Zoning Classification"

City Manager King briefly introduced the subject matters.

Community Development Director Randy Hatch reported that since the 1980s the City has been looking at the possibility of a greenbelt between Stockton and Lodi and various efforts have been made through the 2x2x2 Committee (which is now defunct) that included representatives from Stockton, Lodi, and San Joaquin County and the Council-appointed Community Separator/Greenbelt Task Force, which is comprised of property owners and interested parties. The Task Force developed a draft preliminary program to create a greenbelt that would permit the continuation of agricultural uses as provided in the San Joaquin County zoning ordinance while at the same time allowing limited residential development to occur to provide an economic benefit to the property owners. Mr. Hatch reviewed the area covered in the proposal and the proposed legislative changes, as well as the provisions/restrictions in the proposed zone including, but not limited to, credits per acres of ownership, minimum lot size, limited public improvements, and annexation into and services provided by the City. The plan was not adopted by Council as members of the Task Force, who were also property owners in the area, requested time to develop an alternative plan.

In the meantime, the City submitted a greenbelt concept to the Council that would ensure the preservation of existing crop production and that development is consistent with the existing agricultural/rural uses on large parcels required by the current County general agriculture designation. Mr. Hatch reviewed the area covered by the proposal and the proposed legislative changes, as well as the permitted uses in the proposed zone including, but not limited to, no additional development in the area permitted except for uses currently permitted in the County's land use designation, only agricultural related activities and divisions of land with a minimum size of 40 acres permitted, and land not to be annexed into the City. The proposal went before the Task Force, Planning Commission, and Council; however, it was delayed for six months at the request of the property owners in order for them to solidify their proposal and present it to the County.

The property owners developed a concept to create an "Armstrong Road Agricultural/Cluster Zoning Classification" to create a buffer between Stockton and Lodi without depriving property owners of their Constitutional and legal rights and to promote the buffer area without the significant expenditure of taxpayers' money. The proposed provisions/restrictions in the zone include, but are not limited to, subject area would remain under the County jurisdiction, creation of residential parcel for each five acres of land, eligible building site size, encouragement of cluster development (but not a requirement), and subdivider relinquishing right to further subdivide property. The concept was presented to the County Board of Supervisors on June 5, at which time County staff was asked to

prepare supplemental information and report back in September on the affects of this proposal as it relates to density, business, services, irrigation, roads and traffic, and large nearby parcels. The Board could either direct County staff to utilize the proposal and incorporate the language or wait until the County updates its General Plan. County staff estimates it could cost \$200,000 to \$300,000 to move this proposal forward and it would require an Environmental Impact Report.

In response to Council Member Hansen, Mr. Hatch estimated that the County is two to three years away from completing its General Plan as it has not yet begun the process.

Mr. Hatch provided a detailed comparison of the three concepts, pointing out the similarities and differences in the intent, area covered by the proposals, and the proposed provisions/restrictions of the proposals.

Council Member Hansen expressed concern that the cost of extending water and sewer services to a small number of parcels would be expensive, to which Mr. Hatch stated that the details and costs have not been analyzed; however, he added that an internal subsidy may be worth the cost in order to create a greenbelt that is of high value to this community. In order for the area to be annexed into the City, the provision of services is a key requirement.

Council Member Hitchcock stated that the proposal by the property owners appears not to protect the area or preserve open space. Mr. Hatch stated that the development of five-acre properties allows for agricultural uses. The City of Lodi's provisions would allow for some development, but it would not open up the possibility to intensive suburban type development.

Mr. King stated that this matter would come back to Council for direction at its second meeting in September.

Ken Vogel, Lodi's representative on the San Joaquin County Board of Supervisors, informed Council that the Board had several questions regarding the proposal that it requested County staff to research, including clarification of the language regarding clustering and whether zoning would be mandatory or voluntary.

Public Works Director Prima stated that no analysis has been done on the cost of water and sewer services and some discussion will be necessary on the level of service to be provided. There may also be concerns at the State level regarding contamination in wells and septic tanks; therefore, alternative methods may be necessary for the rural residents.

Pat Patrick, Executive Director of the Lodi Chamber of Commerce, believed that the proposal from the property owners fell short in the area covered and was concerned that Stockton would develop the area to the west, which is not included in the proposal, particularly since the area is near a major thoroughfare. In addition, he believed it was crucial to maintain the orchards and vineyards surrounding Lodi for economic reasons as Lodi is a wine destination.

Bruce Fry expressed support for the proposed zoning and for maintaining the farming and agricultural community in Lodi.

A citizen residing north of Eight Mile Road (who did not identify herself) questioned if her property would become part of Stockton in the future, to which Mr. King responded that, although Stockton's sphere of influence was not completed, the likelihood was possible.

B-2 "Receive Report on San Joaquin Local Agency Formation Commission Draft Policies and Procedures"

Mr. Hatch reported that the Local Agency Formation Commission (LAFCO) is required to have written policies and procedures in place, which it has recently updated and was reviewed at its last meeting. Staff is concerned with Section 4 of the policy, "Open Space and Rural Lands," because it discourages open space and development that was "not planned for." The language states that LAFCO would only approve lands within a sphere of influence that would be slated for full development within a 20-year timeframe. Section 5, "Community Separators," encourages greenbelts; however, it does not use the concept of a sphere of influence to make that happen. Section 10, "Areas of Interest," would allow a geographic designation as being in a city's area of interest; however, it has no real authority or power, and the guidelines do not address how the land is designated. The main concern is that the draft policies and procedures do not allow cities to utilize the tools it has, such as a sphere of influence, for land use planning.

In response to Council Member Hansen, City Attorney Schwabauer stated that LAFCO already has the power to approve or deny a sphere of influence and the proposal to not use a sphere of influence for the purpose of a greenbelt would not matter. A city's best defense would be a writ of mandate against LAFCO; however, the outcome would be unclear. In further response, Mr. Schwabauer stated that, if the City wished to adopt an AL-5 zone and annex the property into its limits, LAFCO would have a difficult time denying the application because there would be an intention of services.

Mr. King believed that LAFCO's proposal encouraged those cities that are most aggressive to receive sphere of influence amendments and that a 20-year timeframe for planning of infrastructure is too short a time horizon.

Mr. Hatch stated that LAFCO took no action on the policies and procedures and continued its last meeting to September. The planning directors within the county are joining together to weigh in on the matter.

In response to Council Member Hansen, Bruce Fry stated that the property owners do not wish to be annexed into the City of Lodi and that the AL-5 zoning allows the potential for capital. Council Member Hansen stated that he believed the County would not support the AL-5 zoning, to which Mr. Fry believed it would if there was support from the City.

Pat Patrick believed it was not the job of LAFCO to tell cities what its plans are for the future and if the farming community and the City could find common ground based on shared economic interest, LAFCO and the County would support the zoning request.

C. COMMENTS BY THE PUBLIC ON NON-AGENDA ITEMS

None.

D. ADJOURNMENT

No action was taken by the City Council. The meeting was adjourned at 8:29 a.m.

ATTEST:

Jennifer M. Perrin
Deputy City Clerk

**CITY OF LODI
INFORMAL INFORMATIONAL MEETING
"SHIRTSLEEVE" SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, AUGUST 28, 2007**

The August 28, 2007, Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was canceled.

ATTEST:

Randi Johl
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Approve Plans and Specifications and Authorize Advertisement for Bids for Wastewater Main Replacement Program (Project No. 4)

MEETING DATE: September 5, 2007

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Approve the plans and specifications for the Wastewater Main Replacement Program Project No. 4 and authorize advertising for bids.

BACKGROUND INFORMATION: The Water and Wastewater Improvement Program is intended to systematically replace and, where needed, upgrade existing water and wastewater infrastructure. The older wastewater pipelines are mostly constructed of terracotta or concrete pipe and the waterlines are largely constructed of small diameter, cast iron or steel pipe. The majority of these pipes are in need of rehabilitation and/or replacement. Project No. 4 is the fourth project scheduled in this program. This project area is bounded by Kettleman Lane, Stockton Street, Central Avenue, and Mission Street, as shown on the attached map.

Once completed, the improvements will enhance the level of service associated with the wastewater system by increasing reliability, eliminating exfiltration due to leaky pipe joints, and decreasing maintenance costs. As with Projects No. 1 and 2, which were located in the general area of east of Stockton Street and north of Kettleman Lane, and Project No. 3, which was located in the greater Downtown area, staff is again recommending the use of trenchless methods of rehabilitation for Project No. 4 to minimize both surface disruption and costs.

This project, similar to Project No. 3, is for wastewater rehabilitation only. Replacement and upgrading of water lines in this area will follow as a separate project. Wastewater rehabilitation is performed by specialty contractors, and the work can be bid more competitively if bid alone.

Project No. 4 includes in-place (trenchless) rehabilitation of approximately 6,760 linear feet of 6-inch diameter wastewater main, the rehabilitation of approximately 36 manholes, and the reconnection of 150 wastewater laterals.

The plans and specifications are on file in the Public Works Department.

FISCAL IMPACT: Completing this project will reduce future maintenance costs and increase the performance and reliability of the wastewater system.

FUNDING AVAILABLE: Funding will be coming from the Wastewater Main Replacement Funds.

APPROVED: _____
Blair King, City Manager

Approve Plans and Specifications and Authorize Advertisement for Bids for Wastewater Replacement Program (Project No. 4)

September 5, 2007

Page 2

Project Estimate:	\$ 540,000
Local Wastewater Funds:	\$ 540,000
Budgeted:	Fiscal Year 2007/08
Planned Bid Opening Date:	October 10, 2007

Kirk Evans, Budget Manager

Richard C. Prima, Jr.
Public Works Director

Prepared by Mark Lindseth, Associate Civil Engineer

RCP/ML/pmf

Attachment

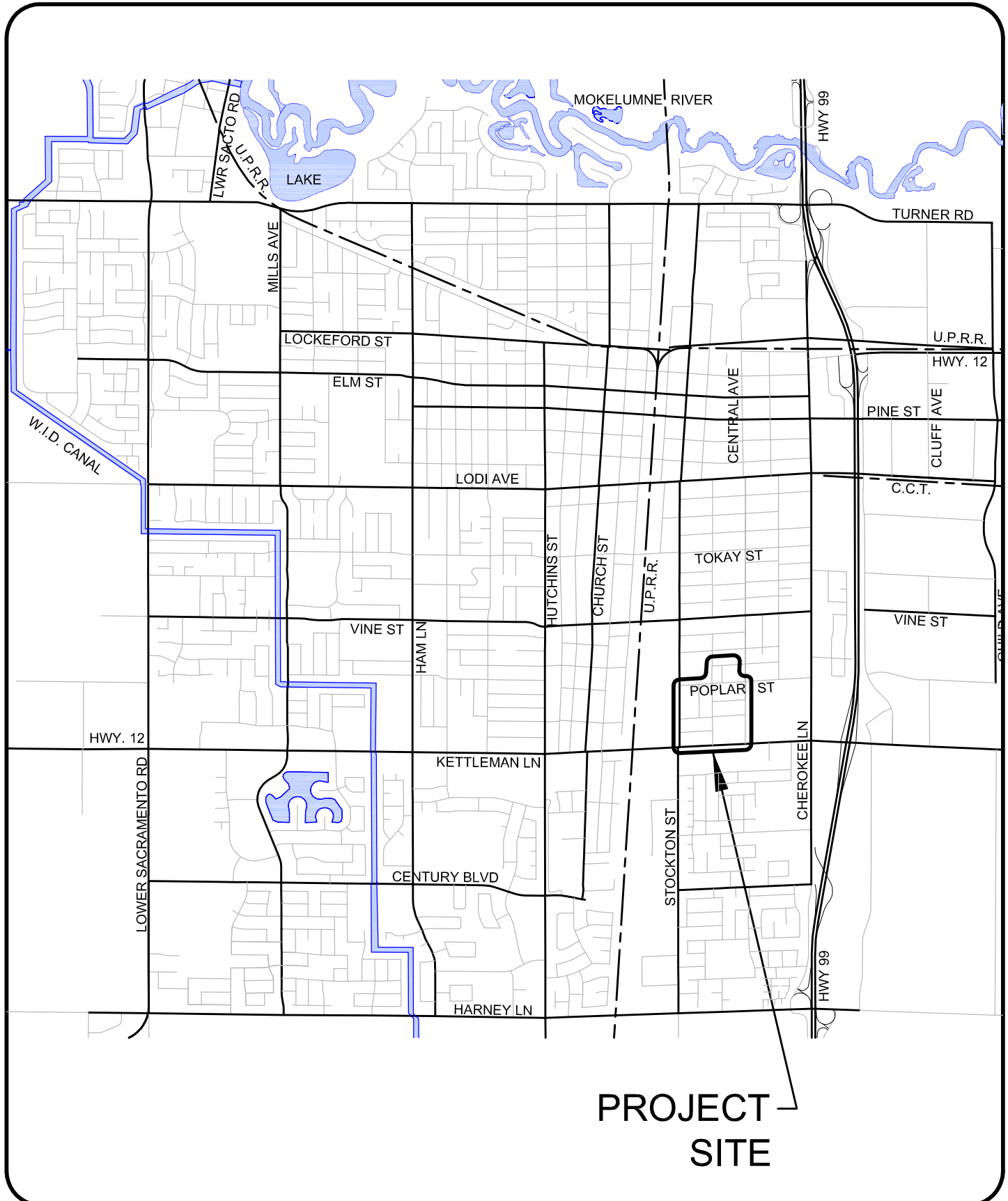
cc: Purchasing Agent
F. Wally Sandelin, City Engineer
Paula J. Fernandez, Senior Traffic Engineer
Wes Fujitani, Senior Civil Engineer
Sharon A. Welch, Senior Civil Engineer



CITY OF LODI

PUBLIC WORKS DEPARTMENT

Wastewater Main Rehab Program Project No. 4 Project Location





CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Approve Request for Proposals for Roget Park Joint Development Project

MEETING DATE: September 5, 2007

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Approve Request for Proposals for Roget Park Joint Development Project.

BACKGROUND INFORMATION: At its February 21, 2007 meeting, the City Council gave staff direction to prepare a Request for Proposals (RFP) for development of Roget Park. The concept is one in which the City would provide land for development of both a six-acre park and two acres of residential development. The developer would build the entire project.

The attached RFP has been developed jointly by the Parks & Recreation, Community Development, and Public Works Departments and reviewed by the Administration and City Attorney's offices.

The RFP attempts to allow flexibility on the part of the developer to design and build the project while maintaining the City's goals of having a passive, low-maintenance park and quality residential development that integrates well with the neighborhood. In addition to the park, the developer will be responsible to extend a street and utilities north and westerly for future connection to Interlaken Drive, in accordance with the Streets Master Plan.

The Proposal process is divided into two steps – "Initial" and "Complete" – and begins with a mandatory pre-proposal meeting in late September. Initial proposals will be screened and the best and most qualified will be invited to prepare a complete proposal, which will be more detailed and will take more effort to prepare than the initial proposal. Staff intends to invite a representative from the Planning Commission and the Parks & Recreation Commission to join staff in reviewing the proposals.

Staff anticipates Council action on the proposals in January 2008, followed by consideration of a project development agreement later in 2008.

FISCAL IMPACT: To be determined.

FUNDING AVAILABLE: Not applicable.

Richard C. Prima, Jr.
Public Works Director

RCP/pmf
Attachment

cc: Parks & Recreation Department and Commission
Community Development Department and Planning Commission

APPROVED: _____
Blair King, City Manager

**REQUEST FOR PROPOSALS
FOR ROGET PARK
DEVELOPMENT PROJECT**

September 2007

I. SITE AND DEVELOPMENT STANDARDS INFORMATION

A) **Development Program:** Below are listed key elements of desired development program for the site. Proposals should be responsive to each of the elements listed. It is anticipated that detailed requirements in each area will be addressed in a development agreement to be drafted with discussions with the selected developer.

- **Park design.** The park design is to support primarily passive uses – walking, picnicking, and scenic and wildlife viewing and not active sports play. The park is to occupy the northern and eastern portion of the site as shown on the Site Plan. The Site Plan shows a possible park design, but the successful developer will have flexibility in preparing the final design. Park amenities shall include concrete walkways, lighting, turf, wildflower areas, irrigation, benches, monument sign, trash receptacles and play equipment (in the northwest portion of the park) (see Exhibits C, D and E).

If the proposed Park plan differs significantly from the concept plan provided in the RFP, then the developer must submit a Park concept plan with the initial proposal.

- **Density and other development standards.** In regards to density and other aspects such as height, setbacks, lot coverage, etc., refer to the parameters of the proposed Planned Community Zoning Ordinance.
- **Community compatibility.** The development should be compatible with the scale and character of the City of Lodi and the community context. Proposals should reflect careful evaluation of the neighborhood context and include a conceptual design concept that can integrate well with neighborhood uses. In addition to a conceptual site plan and conceptual building design, proposals shall provide a narrative regarding the design approach.
- **Age or other restrictions.** An ownership project is assumed to be primarily family-type housing. However, the City has interest in receiving *alternate* proposals for other unit types to accommodate seniors, disabled persons, or small households. *Proposals shall describe how this range will be achieved by the developer's proposed project.*
- **Sustainability.** The City places a significant emphasis on sustainability and is seeking proposals that exemplify cost-effective techniques to achieve this objective. This should include site planning that responds to solar considerations, storm water quality and other environmental factors, use of “green” building materials, use of energy-efficient design and materials, low water use landscaping, building design and operational factors that minimize energy use and resource consumptions, and avoiding indoor health impacts. *Proposals shall include a narrative on how the proposal addresses these issues.*
- **Design features.** The City places a significant emphasis on high-quality design and materials. The City is open to use of non-traditional or recycled building materials that comply with the Building Code. In addition, a major emphasis is placed on features that promote community within the development and in relation to the neighborhood context. Further, the development should foster connections with the neighborhood rather than being separated or isolated. The City is not favorable to a gated community at this location. The City also wishes to promote design that creates accessible and adaptable

units. In addition to a site plan and preliminary building design, proposals should include a narrative describing the rationale for how these issues will be addressed.

Designs should consider features such as:

- Attempt to construct a private alley along the west boundary in order to eliminate the need for driveways and garages that face the park.
- Patios and balconies that face Tienda Drive and the Park should be encouraged.
- Design the houses to maximize windows and “eyes” onto the park for security.
- Depending on the orientation of the houses, garages should not be oriented in a manner where they are visible from Tienda Drive.
- Admin Deviations shall be granted for “Row” housing which minimizes front and side yard setbacks in an effort to maximize density and lot coverage.
- Permeable surfaces along the front and rear setbacks of the dwelling, as well as the alley, should be considered to help offset the increased lot coverage.
- Bedroom windows should be oriented toward the alley to provide more visibility and security for the occupants.
- Attempt to maximize the potential of the owner to install a photo voltaic system by promoting south and west facing roofs and including all the necessary improvements into the structural, electrical, plumbing, and mechanical systems of the units.
- Architecture should be appropriate to the layout of the houses and compatible to the neighboring community.
- Roof drains shall drain into a landscaped area that promotes permeability, as well as slows discharge into the City Storm drain system
- Projects attempting to gain LEED Home Accreditation shall be given special consideration.

Initial proposals must include a conceptual site plan and building layout.

- B) Infrastructure Issues:** Development of the property will require extending a public street (Roget Drive), including street lights, water (10”), sewer (8”), storm drainage (24”) and other utility services northerly along the property, with stubs to the west at the north end of the parcel. Improvements fronting the properties will include curb, gutter, sidewalk, streetlights, shoulder paving and related public improvements, as required by the Public Works Department. All work shall be in accordance with City Design and Improvement Standards unless specifically approved otherwise (see Site Plan Exhibit).
- C) Subdivision and Other Permits Necessary:** The site currently consists of one parcel. A subdivision map will be necessary to create separate ownerships. Subdivisions require a public hearing before the Planning Commission. If a Planned Community Rezone is proposed, a PC rezone, Development Plan or a Use Permit can be considered in tandem with the subdivision application. Multi-family projects will also require Site Plan and Architectural Review, which is typically performed after subdivision approval, before a separate, quasi-administrative body.

City of Lodi: Extensive information on the City can be found on the City’s web site, located at www.lodi.gov. A number of documents relating to Planning and Land Use such as the Housing Element of the General Plan, as well as a Community Overview & Economic Profile, may be found on the Community Development Department page of the web site.

General Plan and Zoning: The General Plan and the Zoning designations for the subject property is currently Low Density Residential (LDR) and R-1 and R-2 (see Exhibits).

The initial proposal must indicate the proposed zoning if different from the existing zoning.

D) Financial Considerations: The proposal shall indicate, in sufficient detail, the following:

- **Management.** It will be essential for developers to show financial and organizational capability, have proven experience with community processes, obtainable financing, construction management experience, and experience in overall project management. A narrative shall be provided that addresses these issues.
- **City financial participation.** The City will subsidize the development by providing all the land for the project. The proposal shall clearly describe any additional financial consideration the developer can furnish to the City or, if necessary, any additional financial support the developer will request from the City to complete the project. Proposals that do not request City financial support will be given priority over those that do request financial support.
- The initial proposal shall provide the anticipated level of City financial participation or benefit in qualitative terms.
- **Development Fees.** The developer shall plan to pay **all** applicable and customary development impact mitigation, service charges and processing fees for the residential portion of the project. The proposal should list all these fee amounts.
- **Development Agreement.** The developer shall plan to enter into a development agreement with the City of Lodi for this project. The agreement will include:
 - Annexation to the City Community Facilities District for public services
 - Allocation of Growth Management Units
 - Construction of Roget Park
 - Other benefits to existing City residents as may be proposed by developer in the proposal

II. REQUIRED PROPOSAL ELEMENTS

A) Initial Proposal

*Please organize the **initial proposal** in the following manner. Elements of the initial proposal are not expected to be as detailed as needed in the complete proposal. Refer to the Complete Proposal Description as a guide to information to include in the initial proposal.*

1. *Cover Letter*
2. *Conceptual Site Plan, including alternatives*
3. *Brief narrative of organization's approach responding to each element of the City's RFP*
4. *Experience of Firm*
5. *Experience of Development Team*
6. *Anticipated Project Cost and City Benefit (or cost)*

Successful developers will be invited for an interview and to submit a **complete proposal** with the information more fully described below.

B) Complete Proposal Description

1) COVER LETTER (one page maximum)

- Explain why your firm should be chosen for this project

- Provide a short summary of what your firm would like to accomplish on the site, including the number and type of units, type of construction and any exceptional conditions which should be considered by the City
 - Explain any funding requested from the City of Lodi and reasons for this request
- 2) SITE PLAN, BUILDING LAYOUT AND NARRATIVE OF ORGANIZATION'S APPROACH TO THE PROJECT**
- Scale drawing showing proposed property lines and right of way, building layout, floor plans, elevations, building materials description, renderings
 - Summarize how the firm will approach this project if selected
 - Respond to each identified major program element in this RFP
- 3) PROJECT SCHEDULE**
- Provide a chart showing conceptual development timeline including:
 - Kick off
 - Entitlement application
 - Entitlement review and approval process (depending on entitlements requested)
 - Infrastructure Construction Schedule
 - Building Construction Schedule
 - Expected date to complete sale(s)/lease(s)
- 4) EXPERIENCE OF FIRM**
- Describe the firm's experience in financing affordable housing developments
 - Descriptions of up to five recent housing developments developed by the firm
 - Describe the firm's experience in the development and marketing of ownership housing projects
 - Provide references from area public and/or private housing and development agencies (agency, name and title, telephone number)
- 5) EXPERIENCE OF DEVELOPMENT TEAM**
- Describe the development entity and identify the members with names, addresses, and phone numbers of key representative of each entity. Provide relevant qualifications and project specific experience or the principals of the developer team. Identify person or persons with the authority to represent and make legally binding commitments on behalf of the team. Identify Landscape Architect and Building Design Professional.
 - Describe the development team's experience in successfully developing affordable housing on infill sites in cities like Lodi
 - Describe the development team's track record in the design and construction of housing projects within budget and on schedule
 - Describe experience with "green building" development
 - Identify at least two contacts that have previously provided the developer with financing of the magnitude required for the proposed development. Provide name and title, company, address and telephone numbers.

- Provide evidence of the developer's financial capacity to carry through with the project
 - Identify any loans on which the firm has defaulted during the last five years
- 6) PROJECT FINANCIALS - ANTICIPATED PROJECT COST AND CITY BENEFIT (OR COST)**
- Describe how your firm will determine funding sources to apply for and coordinate the timing of entitlements and construction with funding
 - Provide information on all types of financing proposed and the amount of each that the developer plans to utilize to construct this project
 - Provide financial information regarding anticipated sale prices
 - Provide breakdown of soft costs and total costs including Development Fees and Charges
 - Include rationale for any requested amount from City for financial assistance
 - Include cost per unit to construct
 - What financial contingency does your firm have should any of the funding sources fail to provide anticipated financing?

III. SELECTION PROCESS

A) Phases

The selection process will involve several phases.

Phase One: A review team will evaluate developer submittals. In addition to staff, this team may include members of the City Boards/Commissions and/or other members. The initial review will determine conformance to submission requirements and whether proposals meet minimum criteria established. Review will include the financing plan and completeness of submissions. Experience in development of comparable projects will be considered and as will demonstrated ability of the development team to deliver a quality project. Best project proposals/applicants will be invited to participate in Phase Two.

Phase Two: Interview of selected applicants who will be asked to submit a complete proposal

Phase Three: Review of complete proposals. At this phase, the City may request additional information. The review team will then make a recommendation to the City Council.

B) Evaluation Criteria for Qualifications

Submittals will be evaluated based upon the following criteria (100 points total):

1. Overall design of Roget Park and its consistency with the City's stated goals and intent and any "value added" by the developer's proposal, including no or low cost to the City and high community benefit (35 points)
2. Responsiveness to the City's overall residential development goals and intent, including neighborhood compatibility, access/circulation, integration of sustainable materials and approaches, and aesthetics (35 points)
3. Demonstrated experience of the developer's team including: (20 points)

- i. Successful planning, construction, marketing, and economic performance of urban infill housing projects of comparable size, scale and complexity
 - ii. The developer's proven ability to access funding resources to develop and complete projects of comparable or larger size
 - iii. The quality of the design and architectural aspects of the developer's previous projects
 - iv. Experience in working with the public sector in public/private real estate development projects, willingness to engage in public outreach efforts to affected residents, property owners and to the local business community, pro-active plan to engage with local community in the development review process and identification of clear lines of responsibility within the developer's team on which the City can rely during negotiations and implementation of the project
4. Other factors related to public benefits and environmental benefits, as appropriate (10 points)

IV. PROPOSAL TIMELINE

- A) ***THERE WILL BE A MANDATORY PRE-PROPOSAL MEETING AT THE SITE ON FRIDAY, SEPTEMBER 21, 2007 AT 10:00 AM FOR ALL DEVELOPERS PLANNING TO SUBMIT A PROPOSAL.*** Questions raised at or before the Pre-proposal meeting will be responded to in writing by the City to all attendees.
- B) Interested developers must submit nine (9) copies of their initial proposal with all required information. The proposal must be submitted in a sealed envelope by **4:00 p.m., on Friday, October 12, 2007**. Please submit to:

**City of Lodi Community Development Department
221 W. Pine Street
Lodi, CA 95240**

Any questions should be directed to Planning Manager Peter Pirnejad at (209) 333-6711.

Late responses will not be accepted unless waived or modified by the City, at its sole discretion. Facsimile or electronic transmissions of proposals will not be accepted. The City, following review of the submissions, may request additional information.

C) Anticipated Schedule

(Schedule is preliminary and will be adjusted as needed during the submittal/review process.)

<u>Date/Time Frame</u>	<u>Activity</u>
Friday, Sept. 21, 2007	Mandatory Pre-Proposal Meeting
1 week	City responses to questions
Friday, Oct. 12, 2007	Initial proposal deadline
3 weeks	City initial review
Monday, Nov. 5, 2007	Mail invitations to selected developers to refine proposal; letters to others
Friday, Nov. 30, 2007	Deadline for submission of complete proposal
Wednesday, Jan. 16, 2008	Council presentation on recommended proposal

V. LEGAL REQUIREMENTS

A) Notice to Developers

This Request for Proposals represents the initial step in soliciting proposals for qualified developers. Responses to the RFP should demonstrate the developer's specific expertise in developing a quality-housing product.

The selected developer will be responsible for obtaining all required approvals for the project. However, the City will designate a project manager (at no additional charge) to work closely with the developer during the development process, including permitting and public review. The project manager will help to coordinate with all City departments and applicable City commissions.

This RFP and selection process shall in no way be deemed to create a binding contract or agreement of any kind between the City and any candidate. If the City selects a developer, it is expected that a Development Agreement will form the basis of the contract between the parties.

All legal rights and obligations between the successful candidate, if any, and the City will come into existence if, and only when 1) the City Council approves documentation required by the California Environmental Quality Act, and 2) a Development Agreement is fully executed by the parties. The legal rights and obligations of each party shall at that time be only those rights and obligations which are set forth in the agreement and any other documents specifically referred to in that agreement and executed by the parties.

Each candidate submitting a proposal in response to this RFP agrees that the preparation of all materials for submittal to the City and all presentations are at the candidate's sole cost and expense, and the City shall not, under any circumstances, be responsible for any costs or expenses incurred by the candidate. In addition, each candidate agrees that all documentation and materials submitted with a proposal shall remain the property of the City.

Submittals are public records subject to disclosure under the Public Records Act. Required financial data should be submitted in a separate transmittal. The City will attempt to protect such financial data from disclosure.

The City reserves the right to accept or reject any or all proposals and to issue a new RFP at any time.

B) Hold Harmless

At and from the date hereof, the Applicant agrees to defend, indemnify, and hold the City of Lodi harmless from any and all claims or lawsuits that may arise from the Applicant's activities under the provision of this Agreement, that are attributable to the negligent or otherwise wrongful acts or omissions, including breach of specific contractual duties of the Applicant or of the Applicant's independent contractors, agencies, employees or delegates. Standard City insurance requirements for new construction of new public improvements shall also apply.

VI. EXHIBITS

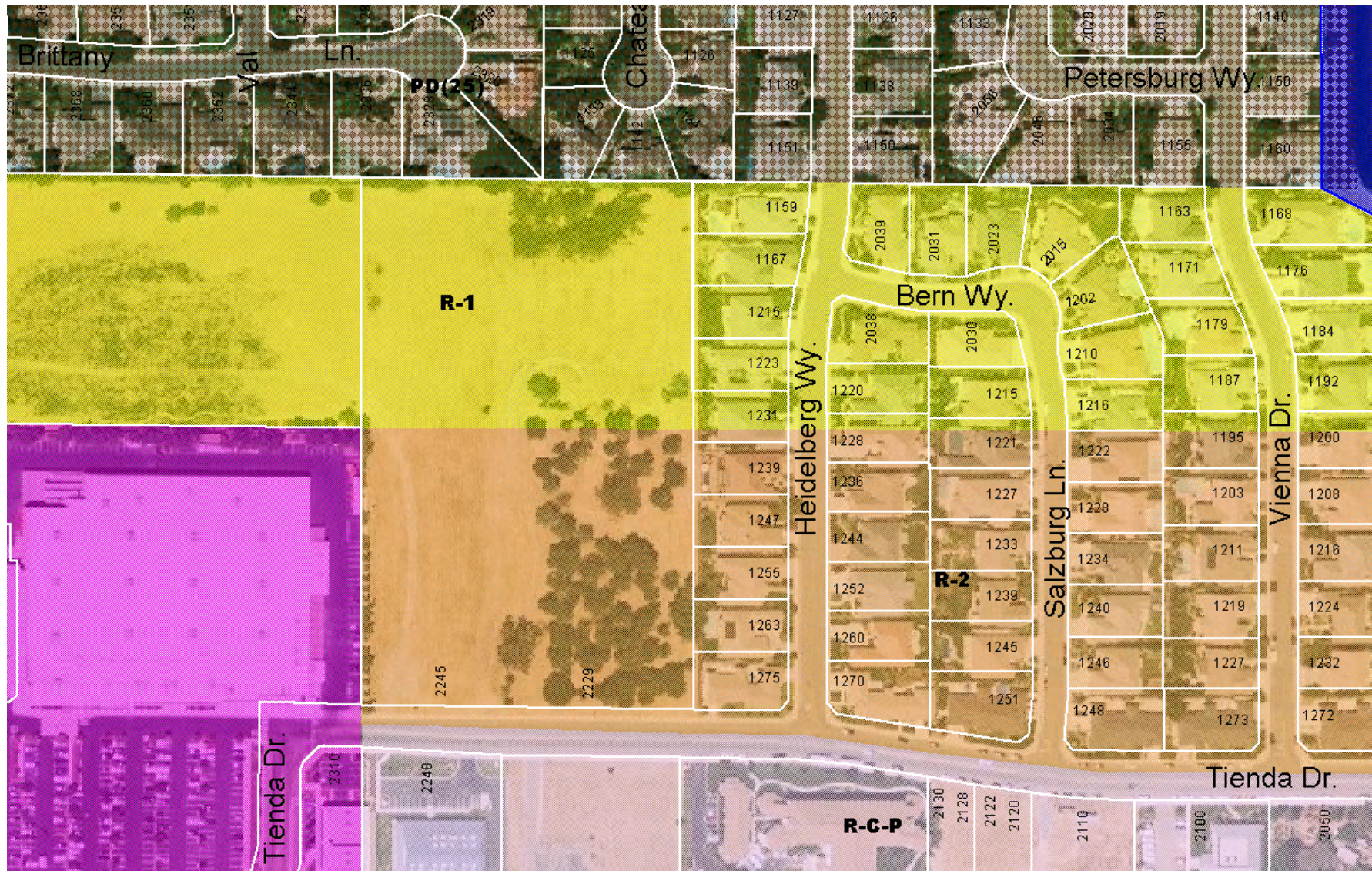
- A) Vicinity Map & Aerial Photo of Area**
- B) Zoning Map**
- C) Site Plan Notes**
- D) Site Plan**

- E) Park Design Description**
- F) Park Construction Specifications**
- G) Assessor's Page 027-41**
- H) Parcel Map 96P002**
- I) Subdivision Map 97S001**
- J) Tienda Drive Improvement Plan 97D073**
- K) Park Maintenance Guidelines**

Vicinity Map & Aerial Photo of Area

Exhibit A

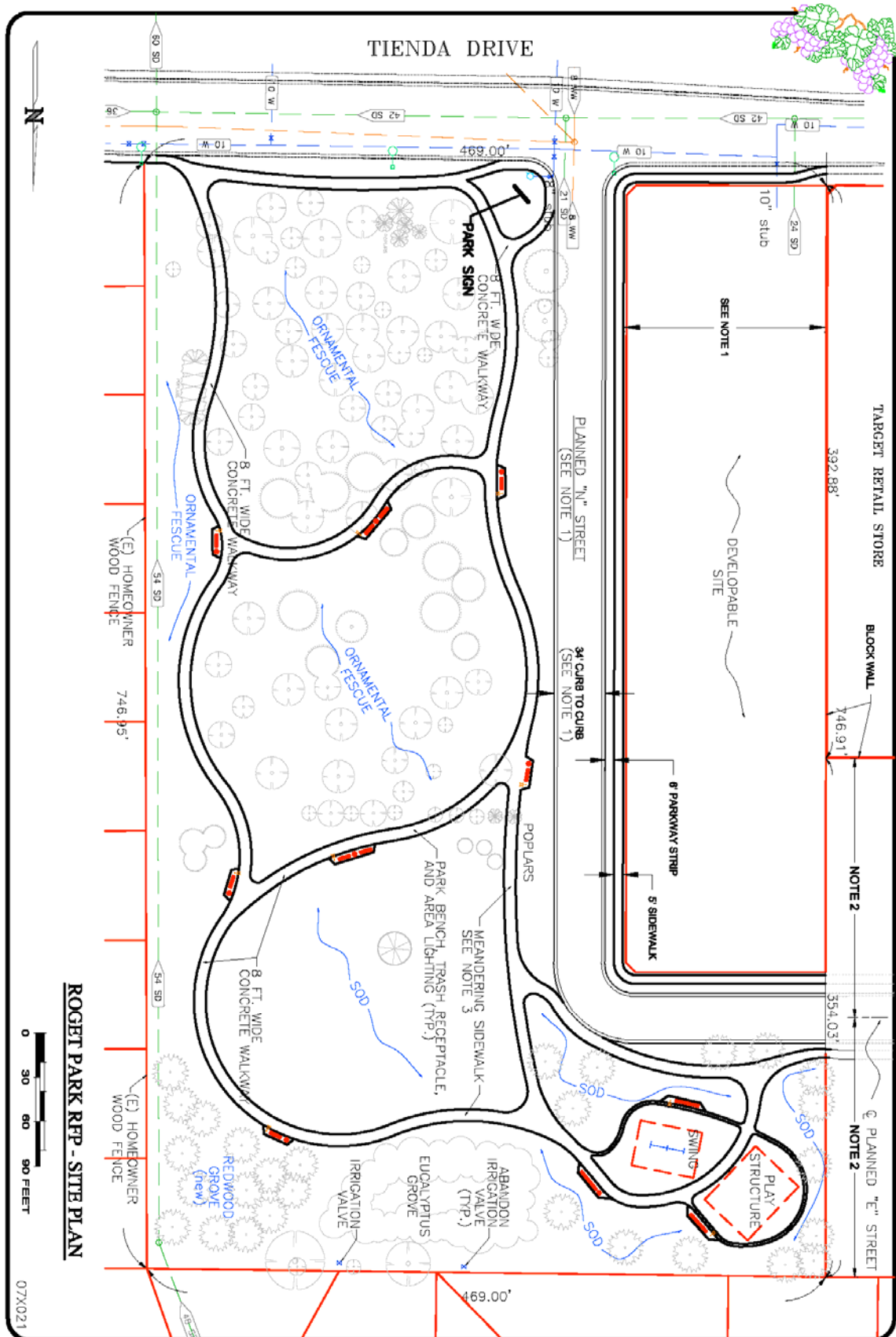




SITE PLAN NOTES

1. New street¹ “N” to be extended northerly located consistent with approved design of adjacent developable site:
 - a. For maximum east-west dimension of developable site for a single-lot, flag lot or similar development, street may be centered 271 feet west of the east property line.
 - b. For conventional single-family lots fronting N Street, the street should be located approximately 300 feet or more west of the east property line to provide reasonable lot depth and maximum park area.
 - c. Street may be curved (250-foot minimum radius) to allow variation in developable lots and park frontage.
 - d. The curb-to-curb width of the street shown in the Site Plan (34 feet) assumes parking on both sides. With a project plan that includes an access alley at the west property line, the parking may be eliminated on the west (developable lot) side of the street and the curb-to-curb width reduced to 28 feet.
2. Planned east-west street “E” is to be designed to connect to Interlaken Drive and potentially Lower Sacramento Road. The street shall be constructed by the developer within the limits of the project and shall be located either:
 - a. Centered between the north Target Store property line and the north property line; or,
 - b. Located consistent with a concept plan for development of the property west of the Roget site. The concept plan must have property owner concurrence.
3. A meandering sidewalk within Roget Park along N Street shall be designed to provide a wide parkway strip (between 6 feet and 25 feet) between the curb and the sidewalk and shall serve both as a public sidewalk for street pedestrians and for park circulation.
4. The northwest park area shall include new trees, turf, play area(s) and other amenities as described in the Park Design section of this RFP.
5. Street lighting is not shown on the plan, however, lighting is required both on-street and in the park. The layout should be coordinated for optimal efficiency. Street lighting shall comply with standard Electric Utility requirements for residential street lights.
6. Site plan elements, including locations of existing trees, property lines and utilities were compiled from various sources and are shown pictorially. The developer should plan on performing a new topographic survey for final design.

¹ Street names have not been adopted; “N” and “W” are used for ease of identification. The developer shall submit street names with the final plan.



Roget Park Design Description

Roget Park is intended to primarily be a passive use, relatively low-maintenance park. The site consists of two distinct areas – the east portion and the northwest portion. The east portion is approximately 4 acres and is the portion donated by Dr. Gordon Roget, who previously planted numerous trees on the site. This portion is intended for walking, bird-watching, reading, small picnics and other passive uses. The preliminary concept plan for this area includes minimal turf area; instead, much of the area should be planted with wildflowers or other native grasses/groundcover. A new redwood grove is planned for the northeast corner. The northwest portion is approximately 0.6 acres and is part of the western parcel initially purchased by the City for additional park land. This portion is where a children's playground is to be developed.

The developer will be required to retain the services of a landscape architect or qualified design professional to propose a park design that is reasonably consistent with the City's goals and program as described in this RFP and to suggest innovative measures to reduce long-term maintenance needs.

The desired major park elements are described below. Standard City construction specifications are also attached that provide more detail as to what will be expected, however, the developer will be required to provide appropriate specifications for the final approved plan. Elements that include a specific manufacturer are for illustrative purposes of the quality and type of amenity. Similarly, quantities are based on the concept plan and may be adjusted based on the final approved plan. The developer may propose alternatives which are to be agreed upon as part of the final development agreement.

Park Elements, description (quantity/manufacturer):

- Concept Plan – address project goals, maintenance
- Final Plan – incorporate approved concept plan, construction specifications, site preparation (including pruning, possible removals and protection of existing trees), initial planting, establishment, initial maintenance period and warranty.
- 8-Foot Wide Concrete Pathway/Sidewalk
- 8-Foot Wide Park Benches (10, Wabash Valley)
- Precast Concrete Trash Receptacles (10, San Diego Precast)
- 12-Foot Decorative Park Light Standards (approximately 8, plus street lights; design to be coordinated to optimize final number, Holophane)
- Handicap Accessible Drinking Fountain (One, near playground, Haws)
- Handicap Accessible Playground Areas (One swing, one play equipment, including play area surface and applicable clear space requirements, see specifications)
- Custom Wall/Park Sign – concrete, rock or other durable material
- Soil Amendments (as specified for area, GroPrower)
- New Tree Planting – Tree varieties to be included in concept plan; Redwood grove in northeast
- New (Sod) Turf – A blend of 90-10 mix (Tall Fescue and Bluegrass)
- New Wild Flower Planting – A blend of native wild flowers. Varieties of mix to be included in concept plan.
- Park Rule Signage – Text to be provided by City. Signs to be mounted to park light poles.
- Landscape Maintenance Period – as proposed and agreed upon; presumably two years.
- Automatic Irrigation System (Rainbird materials)
- Maxicom Irrigation Control System (One, Rainbird and Nextel)
- Underground Electrical with 100 amp metered service enclosure

Water, Sewer and Storm Drain services as needed – site drainage/grading to prevent excessively wet areas to be included in final plan.

ROGET PARK SPECIFICATIONS – (August 2007)

6-20 SPRINKLERS AND LANDSCAPING

6-20.01 Sprinkler Systems - General Sprinkler systems shall be furnished and installed in accordance with these Special Provisions and as shown on the approved plans, including any incidental work not shown or specified which can reasonably be inferred as part of the work, and necessary to provide a complete and workable system.

The work includes:

1. Preparation of Drawings
2. Trenching and backfill
3. Sprinkler material and equipment installation
4. Installation of sprinkler controller, conduit and wiring
5. Installation of Maxicom system components
6. Maintenance and guarantee of irrigation system as agreed upon

a) **Drawings**

Construction A map diagram showing location of valves, lateral lines and route of the control and communication wires shall be prepared by the developer. The diagram shall identify valves as to size, station, number and type of planting irrigated, i.e., shrubs or ground cover. The diagram shall be submitted to the City for review and approval prior to construction.

"As-Built" Sprinkler Drawings The developer shall prepare an "As-Built" drawing on a blue-line print which shall show deviations from the approved plans made during construction affecting the main line pipe, controller locations, valves and sprinkler heads. The drawing shall be delivered to Inspector before final acceptance of work.

- b) **Guarantee** Work shall be guaranteed for 1 year from date of acceptance against all defects in material, equipment and execution. Guarantee shall also cover repair of damage to any part of the premises, resulting from leaks or other defects in material, equipment and execution to the satisfaction of the City.

Repairs, if required, shall be done promptly upon notification by City at no cost to City.

- c) **Existing Site Conditions** The developer shall become acquainted with all site conditions. Should utilities not shown on the plans be found during excavations, Contractor shall promptly notify the Inspector for instructions as to further action. Failure to do so will make the developer liable for any and all damage thereto arising from Contractor's operations, subsequent to discovery of such utilities not shown on plans.

Minor adjustments to the sprinkler system layout shall be made as may be required to work around existing construction at no additional cost to the City.

6-20.02 Sprinkler System Materials Materials throughout the system shall be new and in perfect condition. After award of the contract and prior to beginning work, the developer shall submit for review five (5) copies of the complete list of materials which the developer proposes to install. Quantities of materials and equipment need to be included. No deviations from the Specifications shall be allowed without specific, written City approval. The decision of City shall be final in the determination of the quality of materials and equipment.

The developer shall be responsible for providing the City a "Turn Key" central control irrigation system. "Turn Key" items include the Maxicom components noted above, installation of a workable Nextel phone modem (phone number and dial tone). The cell phone number must be a dedicated line for the irrigation equipment. Also, the master valve and flow sensor must be wired and calibrated. Finally, valve data information must be collected and entered into the City of Lodi Parks Division Maxicom computer so scheduling can be executed from the central location.

- a) **Plastic Pipe** shall be polyvinyl chloride pipe (PVC) conforming to Section 20-15B(1) "Plastic Pipe Supply Line" of the Standard Specifications and these Special Provisions. The class shall be as follows:

In Turf Areas and Planters - Lateral lines ¾-inch and larger shall be Schedule 40 PVC. All lateral line trenches shall be 18 inches in depth.

Main Line Piping or Pipe under constant pressure

1 inch and larger shall be Schedule 40 PVC. Main line trench shall be 30 inches deep.

Piping Under Slabs, Foundations and Paving

All sizes - Schedule 80 PVC

Plastic fittings

Schedule 40 PVC as manufactured by Sloane, Lasco, or equal.

- b) Valves shall conform to the following:

Gate valves 4 inches and smaller shall be bronze, Class 125 or 150 with threaded ends, non-rising stem, O-ring stem gasket or Teflon impregnated asbestos packing and handwheel operator. Gate valves shall be Stockham, Mueller, Kennedy or as supplied with backflow prevention assemblies.

Remote Control Valves shall be as specified on the drawings.

Backflow Assemblies shall be Febco, as specified on the drawings.

- c) Miscellaneous Materials shall conform to the following:

Solvent cement shall be compatible with PVC pipe material and size and be of proper consistency. No mixing of solvent with thinner will be allowed. Primers shall be used as recommended by the solvent manufacturer.

Control wires shall be 24 volt solid wire U.L. approved for direct burial in ground. (Black or Red #14 UF direct lead and white #12 UF common ground.) 110 volt wire shall be 2-#12, CU, THW, 1 black, 1 white.

Sprinkler heads shall be manufactured by Rainbird.

Valve keys shall be furnished for adjusting remote control valves.

(2 - 30-inch keys)

Valve boxes shall be furnished for each control valve. Boxes shall be Christy FL9 (Fibrelyte) boxes with bolt down lid marked, "Irrigation," or approved equal.

Quick couplers shall be manufactured by Rainbird .

- d) Controller shall be one Rainbird Maxicom ESP-24 Site Satellite controller with Nextel cellular modem and antenna mounted in a strong box enclosure as shown on the plans.

The authorized dealer for the Maxicom system in this area is Horizon Irrigation, 3355 Ad Art Drive, Stockton, CA, (209) 931-8555.

The Maxicom installer must be a firm specializing in Maxicom installation with a minimum of five sites installed. The Contractor must submit a copy of their certification along with their Bid Proposal documents for this project. The contract will not be awarded without Maxicom Certification. The City of Lodi – Parks Division office will provide a list of certified Contractors at the request of the General Contractor.

The developer shall provide and install the following Maxicom components as manufactured by Rainbird, Data Industrial and Superior.

Maxicom Components:

(1): ESP-24	Site Satellite Controller
(1): Flow Monitor	Series 1500 Data Industrial – wall mount
(1): M51200	Pulse Decoder
(1): MSP	Surge Arrestor

- | | |
|-----------------------------------|--|
| (1): ISOBAR Surge Suppressor | |
| (1): 8' Triangular Grounding Grid | |
| (1): RCT01060 | Receiver Card F/ESP |
| (1): FG8063 | Nextel Modem/Antenna
(700-900mHz 3 db gain antenna) |
| (LS): | Terminal Strips and Wiring Labels |
| (LF): (length TBD) | PE89 Communication Cable – (6 pair) |

Maxicom Field Equipment:

- | | |
|-----------------|---|
| (1): (size TBD) | “Superior” Master Valve – Normally Open |
| (1): (size TBD) | “Data Industrial” – Flow Sensor |

The Maxicom computer control system shall be guaranteed for one year from the date of acceptance against all defects in material, equipment, and execution. Repairs, if required, shall be done promptly upon notification by the City of Lodi, at no cost to the City.

The communication link between the office computer and the field equipment unit shall be the Nextel modem/antenna and a computer modem. The field installed equipment unit interfaces between the office computer and the field devices. The satellite controller unit stores and executes irrigation instructions from the office computer and is wired to irrigation satellites, pulse decoders, sensor decoders, the flow sensor, and ground and surge protectors.

The control wiring shall be PE-89 19 AWG communication wire - 6 pair. Wiring shall be installed with the sprinkler main line common trench wherever possible. All communication wire shall be installed in 2-inch diameter PVC conduit. The control wiring shall be installed with slack. Wire splices shall be done in a splice box and will only be allowed on runs greater than 1,000 feet. Wires shall be crimped together with UAL connectors only and sealed with a Service Seal device.

A complete irrigation materials list shall be submitted to the City prior to the installation of the Maxicom system.

6-20.03 Sprinkler System Installation

- a) Layout shall be done as accurately as possible to conform to the Plans. While the Plans should be carefully drawn, they are generally diagrammatic to the extent that swing joints, offsets and all fittings are not shown. Job conditions will not always permit locating piping, valves and heads where shown. When this situation occurs, it shall be brought to the Inspector's attention. The Contractor will be held responsible for the relocating of any items without first obtaining Inspector's approval.
- b) Excavating and trenching shall be performed as required for the installation of the work included under this Section, including shoring of earth banks to prevent cave-ins. All surfaces, existing underground installations, etc., damaged or cut as a result of the excavations shall be restored to their original condition.

Trenches shall be made with enough width to allow a minimum of 4 inches between parallel pipe lines. Trenches for pipe lines shall be made of sufficient depths to provide the minimum cover from finish grade as follows:

1. 18 inches over main lines to remote control valves
2. 12 inches over lateral lines to heads
3. 24 inches under paved parking areas or roads

- c) Pipe and fitting assembly shall be done in a workmanlike manner in accordance with the manufacturer's recommendations. Remote control valves shall be installed where shown and grouped together where practical and shall be placed no closer than 12 inches and parallel to walk edges, buildings and walls. Boxes shall be set with tops matching finish grade.

Pipe and fittings shall be thoroughly cleaned of dirt, dust and moisture before applying primer and solvent.

IMPORTANT - Excess solvent shall be cleaned off. Solvent welded joints shall be cured at least 10 minutes before moving or handling, and at least 24 hours before water is permitted in the pipe.

Pipe may be assembled and welded on the surface. Pipe shall be shaken from side to side of trench to allow for expansion and contraction.

Connections between plastic pipe and metal valves or steel pipe with threaded fittings shall be made using plastic male adapters. A non-hardening pipe dope (Rector seal or Teflon tape) shall be applied to male threads.

- d) Sprinkler Heads Openings in the pipe shall be capped or plugged to prevent entry of debris. Lawn heads shall be set flush with finished grade or curb and paving.
- e) Flushing and testing shall be done after all new sprinkler piping is in place. A full head of water shall be used to flush out the system with all heads removed. After the system is thoroughly flushed, risers shall be capped off and the system pressure tested.

All sprinkler lines upstream of remote control valves shall be tested for a period of not less than 2 hours and shall show no leakage or loss of pressure. Test pressure shall be 100 psi.

Unless otherwise directed by the Engineer, testing shall be accomplished by openings at the high points of the system and blowoffs at all deadends. The valve controlling the admission of water into the section of pipe to be tested should be opened slowly and fully before closing the hydrants or blowoffs. After the system has been filled with water and all air expelled, all the valves controlling the section to be tested shall be closed, and the line remain in this condition for a period of not less than 24 hours.

The pipe shall then be refilled, if necessary, and subjected to the specified pressure for a period of two hours.

All sprinkler lines downstream of remote control valves shall be tested under system pressure. Any observable leaks shall be repaired. Minor leakage at swing/swivel joints is acceptable.

All leaks that are found shall be immediately corrected and the system again subjected to the same test.

All repairs of any damage to the pipes and their appurtenances, or to any other structures, resulting from or caused by these tests, shall be performed by the developer as the Engineer may direct, all without cost to the City of Lodi.

At the conclusion of the pressure tests, the heads shall be installed and tested for operation in accordance with design requirements under normal operating pressure. The developer shall adjust the sprinkler heads to make final full coverage.

- f) Backfill and compaction shall be done after required tests and inspections have been made. Backfill shall be made with clean soil, free of rocks and other material that may damage the pipe.

Backfill for all trenches, regardless of the type of pipe covered, shall be compacted to 85% density except where otherwise shown on the Plans.

Backfill shall be dressed off to match finish grades.

Settling of backfilled trenches which may occur during a one year period after acceptance, shall be repaired by the developer, including the complete restoration of damaged planting, paving or other improvements of any kind.

- g) Automatic control wiring shall be installed with sprinkler mains and laterals in a common trench wherever possible. Wires shall be a minimum of 1 inch from any pipe or fitting except at terminal points. Slack shall be provided at valves and wires and shall be snaked in trenches to allow for contraction of wires. Tie wires in bundles at 10-foot intervals with plastic electrical tape.

Control wire splices will be allowed only on runs more than 1,000 feet. Wires shall be crimped together with Star-Kon #PT-70 connector and sealed with Scotchlok #3576 sealing pack.

- h) Electrical service shall be located and installed as shown on the Approved Plans and shall conform to the provisions of Section 20-5.027E "Service" of the Standard Specifications. The developer shall install conduit and wire to the point of connection. Conduit shall conform to the provisions of Section 86-2.05A "Material" of the Standard Specifications.

6-20.04 Turf - General Turf shall be furnished and installed with these Special Provisions and as shown on the Plans. Subgrade condition and grading shall be approved by the Engineer prior to turf installation.

- a) Maintenance Period The developer shall be completely responsible for the general maintenance of the entire sprinkler system and the turf for a period as agree upon from the time of first watering. The actual maintenance period shall be per the approved Development Agreement. Two years is preferred.

During this maintenance period, any required repairs or adjustments to the sprinkler system shall be made without additional compensation.

The developer will be required to adequately water the sod, fill low spots, replace unsuitable growth, or do weed control and other work, as determined necessary by the Engineer, during the maintenance period before final acceptance of the contract.

Mowable weeds and grasses shall be kept mowed off before they exceed two inches in height. Clippings shall be removed unless otherwise approved by the Engineer. The planted areas shall be maintained in a neatly mowed condition at all times.

Working days upon which no work will be required, as determined by the Engineer, will be credited as one of the maintenance days, regardless of whether or not the Contractor performs work.

Working days when the developer fails to adequately perform plant establishment work, including but not limited to watering planted area, mowing, filling low spots, replacing unsuitable growth, or controlling weeds, determined to be necessary by the Engineer, will not be credited as one of the maintenance days.

At the end of the maintenance period, the stand of grass to be acceptable shall be weed free and have no more than 3 percent of the total area in bare spots which shall close in at maturity and produce a full coverage turf. Unacceptable areas shall be reseeded.

- b) Cleanup and Final Inspection - Final inspection for approval and acceptance shall be made at the conclusion of the maintenance period. Prior to being considered for inspection, the Contractor shall have performed, within the entire project limits, a final weeding, mowing and clearing of all the debris so as to present the work in a neat and orderly appearance.

6-20.05 Turf-Sod

- a) Sod bed preparation and fertilization shall conform to the applicable provisions of Section 20-3 "Erosion Control" of the Standard Specifications and these Special Provisions.

Soil amendment shall be added at the rate as specified to existing soil. The existing soil with soil amendment shall be cultivated to a depth of six inches and all clods and lumps shall be broken up or removed. The area shall be raked to remove all debris of any kind. Grading and shaping refinements shall be performed to bring surface to true uniform sloping planes free from irregularities and to provide proper and adequate drainage to designated collection points.

Soil amendments shall be GroPower Plus or equal with 5% nitrogen at the rate of 200 pounds per 1,000 square feet, except as otherwise approved by the Engineer.

After placing imported borrow and sprinkling and when the soil is friable, the developer shall cultivate and cross cultivate the entire area to a depth of six inches. Fertilizer shall then be applied in the amount of 42 pounds of nitrogen, 21 pounds of phosphorus and 42 pounds of potassium per acre (14-7-14 at 7 pounds per 1,000 square feet) and worked into the soil during this cultivating process.

At the end of the maintenance period, one-half of the above named amount shall again be applied.

If foreign material is exposed by the cultivation, it shall be immediately removed from the area.

When the soil has reached a condition of good tilth, the entire area shall be finish graded with a suitable implement to produce a sod bed which is smooth, uniform and ready for planting. All rocks, clods, etc., over one inch in diameter shall be removed from the upper two inches of soil.

- b) Sod shall be weed-free, viable, and shall be made up from a 90-10 mix. The sod shall be 90% Tall Fescue and 10% Bluegrass. A written certification of the sod shall be furnished upon the request of the Engineer, and no placing of sod shall be allowed prior to approval by the Engineer.
- c) Sod installation shall be done with closely fitted joints, and the ends of the strips shall be staggered. On irregular shaped areas, sod shall be laid in both directions from the longest straight line that can be drawn through the area. Sod shall be rolled after an initial watering to eliminate irregularities. Immediate initial watering is very important to sod survival. Do not over irrigate causing a spongy soil condition.

The Contractor shall be responsible for such protection of the turfed area as necessary to prevent trespassing.

6-21 Native Ornamental Plants

6-21.01 General Native ornamental turf plant mix shall be made up of a native fine fescue blend. The native blend shall be applied at a rate of 70 pounds per acre.

- a) Blend (Mix) shall be weed-free and shall be made up from 30 pounds of Festuca rubra Molate Blue (Molate Blue Fescue), 20 pounds of Festuca idahoensis (Mt Tam, Native Blue Bunch Fescue), and 20 pounds Festuca occidentalis (Mokelumne Blue, Western Fescue, Mokelumne Blue). A written certification of the native ornamental blend shall be furnished upon request of the Engineer, and no placing shall be allowed prior to approval by the Engineer.
- b) Ornamental Turf Installation shall be approached with other than routine turf-type procedures and shall be direct seeded into the areas shown on the plans. This blend requires a grow-in period which is longer than that required by conventional turf grass, with prolonged attention to control of invasive weeds. With adequate weed control and sufficient water, the ornamental grasses will produce a thick groundcover approximately one foot in height. Ideal time to sow this blend would be upon the initiation of the cooler fall season in order to take advantage of the winter rainfall. The summer dormancy of the natives will turn brownish in color, greening up again with the natural rainfall and cooler weather. During the one year warranty period, the developer shall apply 1 pound per 1,000 square feet of actual N fertilizer in early spring and another application of the same fertilizer in early fall.

6-73 CURBS, GUTTERS, SIDEWALKS AND MISCELLANEOUS CONCRETE

6-73.01 General Curbs, gutters sidewalk, and any other miscellaneous concrete structures shall be constructed as shown on the plan, and applicable City of Lodi Standard Plans, and shall conform to the provisions in Section 73 "Concrete Curbs and Sidewalks" of the Standard Specifications and these Special Provisions.

- a) Earthwork shall conform to the plans and Section 6-19.05 of these Special Provisions.

The area between the right-of-way line and the back of sidewalk shall be graded to 1/4-inch per foot and sufficient compactive effort and moisture shall be applied to this area to prevent settlement. Voids shall be filled with topsoil, not sand. Water service or other boxes and facilities shall be adjusted to grade.

- b) Curbs, Gutters, Sidewalk, and Mow Strips shall be of monolithic construction when located adjacent to each other. Construction joints shall be edged and shall conform to the proposed scoring pattern.

Expansion joint material shall be installed to the full depth of the concrete at locations shown on the plans and as designated by the Engineer.

Concrete retaining walls shall be formed with plywood and all exposed edges shall be edged. After the back form has been removed, the void shall be backfilled to grade with clean native top soil.

- c) Concrete: Portland cement concrete shall be Class "B" conforming to Section 90 "Portland Cement Concrete" of the Standard Specifications with a minimum compressive strength of 2500 psi at 28 days.

All concrete used shall be mixed completely in a truck mixer, commonly known in the industry as "transit-mixed concrete".

- d) Forms: Forming requirements shall conform to the provisions in Section 73-1.04 "Forms" of the Standard Specifications. If clean neat lines can be cut, the Contractor may pour against undisturbed earth with prior approval by the Engineer. If any sloughing or caving of material occurs, both front and back forms may be required.

Forms shall be true to lines and grades as shown on the plans.

Forms previously used shall be thoroughly cleaned before re-use. Before concrete is placed within any form, all inside surfaces of the forms shall be thoroughly coated with an approved oil.

All forms shall be free of any foreign material previous to placing concrete.

- e) Concrete Reinforcement: Mesh and reinforcing steel shall conform to the provisions in Section 52-1.02 "Materials" of the Standard Specifications.

All reinforcing steel shall be accurately placed as shown on the plans.

All reinforcement shall be cleaned of dirt, rust, grease, loose scale and any other substance that may prevent concrete bonding. All reinforcement shall be securely positioned and supported so as to maintain the proper position during placement of concrete.

- f) Concrete Placement: Concrete shall not be placed without approval of the Engineer. Placing concrete without notifying the Engineer may be reason for rejection of the work.

Prior to placing concrete, the subgrade and inside face of the forms shall be thoroughly wetted as the Engineer may direct.

Concrete shall not be deposited when it appears likely that the air temperature may fall below 40°F during the placing of concrete or within the following 24 hours, unless special approval has been received from the Engineer prior to placing of concrete. Concrete which, in the opinion of the Engineer, has been damaged by freezing shall be removed and replaced.

Monolithic sidewalk may be placed with extrusion machinery. The machinery shall be approved by the Engineer prior to use.

The developer shall install bench mark monuments as shown on the plans. The City of Lodi will furnish the bench mark monuments without cost to the Contractor.

- g) Finishing: After steel troweling, the concrete surfaces shall be given a medium hair broom finish. Brooming on sidewalk shall be transverse to the length of curb.

All exposed concrete surfaces shall be finished unless otherwise directed by the Engineer.

Score marks and weakened plane joints shall be located as shown on the plans and as directed by the Engineer.

- h) Cure: Concrete cure shall be accomplished by either the water, pigmented curing compound or waterproof membrane method and shall conform to the provisions in Section 90-7 "Curing Concrete" of the Standard Specifications. White pigmented curing compound shall not be used on exposed surfaces.

- i) Tolerances: Dimensional tolerances for concrete work are listed below. Work done outside of these tolerances will be rejected by the Engineer.

Curb, sidewalk thickness: Up to 1/4-inch below specified thickness.

Sidewalk crossfall: Total crossfall on 5-foot sidewalks shall be within 1/2-inch of design.

6-86 ELECTRICAL SYSTEMS

6-86.01 General

Electrical and lighting equipment shall be furnished and installed at the approximate locations shown on the plans as directed by the Engineer, in conformance with the applicable provisions of Section 86 “Electrical Systems” of the Standard Specifications and these Special Provisions.

All work shall meet the requirements of Section 86-1.02 “Regulations and Code” of the Standard Specifications.

6-86.02 Contract Submittals

The developer shall furnish information as required in Section 86-1.03 “Equipment Lists and Drawings” and 86-1.04 “Warranties, Guarantees and Instruction Sheets” and these Special Provisions.

The Contractor shall also furnish the following information:

- Manufacturer’s catalog sheets for the following items, identified as to what is being furnished, including all options, accessories, mounts and manufacturer’s certifications.
 - Conduit
 - Light Poles
 - Luminaries
 - Conductor (Wire)
 - Pull Boxes
 - Metered Load Center
 - Breakers

The list shall be complete as to the name of manufacturer, size and identifying number of each item. The list shall be supplemented by such other data as may be required. In all cases, the judgment of the Engineer shall be final as to whether substitute equipment and/or material recommended by the Contractor conform to the intent of these specifications and is acceptable for use.

6-86.03 (Deleted)

6-86.04 Installation

Electrical and lighting system installation shall be in accordance with the following sections of the Standard Specifications.

Scheduling of Work	86-1.06
Safety Precautions	86-1.07
Excavating and Backfill	86-2.01
Removing and Replacing Improvements	86-2.02

The Contractor’s attention is also directed to Section 6-15 “Existing Facilities” of these Special Provisions.

6-86.05 Foundations

Foundations shall conform to the provisions in Section 86-2.03 “Foundations” of the Standard Specifications and these Special Provisions.

6-86.06 (Deleted)

6-86.07 Conduit

Conduit shall conform to the provisions in Section 86-2.05, "Conduit" of the Standard Specifications and these Special Provisions.

Schedule 40 PVC Type DB pipe shall be used in locations as shown on the plans.

Insulated bonding bussing will be required on metal conduit.

After conductors have been installed, the ends of conduits terminating in pull boxes and load center cabinet shall be sealed with an approved type of sealing compound.

Conduit runs shown on the plans to be located under new concrete walkways and turf areas where shown on the plans. All pull boxes shall be located and set to grade in the concrete walkways and turf areas where shown on the plans.

The conduit shall be placed in the bottom of the trench and the trench shall be backfilled to 2 inches above the top of the conduit with compacted sand or material excavated. Rock, concrete, and broken asphalt are not acceptable backfill material.

All excavated areas in the walkways shall be completely backfilled at the end of each day.

Other methods of placing conduit must be approved by the Engineer.

6-86.08 Pull Boxes

Pull boxes shall conform to the provisions in Section 86-2.06, "Pull Boxes," of the Standard Specifications and these Special Provisions.

Grout in bottom of pull boxes will not be required.

Recesses for suspension of ballasts will not be required.

All pull boxes shall be N9 manufactured by Christy unless otherwise noted on the plans. Extensions shall be installed if wires will be within 6 inches of the top of a single box.

6-86.09 Conductors and Wiring

Conductors and wiring shall conform to the provisions in Section 86-2.08 "Conductors" and Section 86-2.09 "Wiring" of the Standard Specifications and these Special Provisions.

Conductors shall be spliced by the use of "C" – shaped compression connectors. Splices shall be insulated by Method A. (See Caltrans Standard Plan ES-13.)

Fused splice connectors as specified in Section 86-2.095 shall not be installed.

6-86.10 Bonding and Grounding

Bonding and grounding shall conform to the provisions in Section 86-2.10 "Bonding and Grounding" of the Standard Specifications and these Special Provisions.

Grounding jumper shall be attached by a 3/16 inch or larger brass bolt in the load center and shall run to the conduit, ground rod or bonding wire in adjacent pull box.

Grounding jumper shall be visible after cap has been poured on foundation.

Equipment grounding conductors will not be required in conduit containing loop lead-in cables only.

6-86.11 (Deleted)

6-86.12 Testing The Contractor shall perform testing in accordance with Section 86-2.14B "Field Testing" of the Standard Specifications.

6-86.13 Galvanizing and Painting

Galvanizing shall conform to Section 86-2.15 "Galvanizing" of the Standard Specifications.

Painting shall conform to Section 86-2.16 "Painting" of the Standard Specifications.

6-86.14 through 6-86.19 (Deleted)

6-86.20 Luminaries (Park)

The Contractor shall provide and install "Hallbrook" series luminaries as manufactured by Unique Solutions. The luminaries shall consist of a prismatic glass optical assembly shielded by a flared cut-off reflector and a top mounted cast aluminum ballast assembly with a circumferential 1 ½ inch reveal.

The optical assembly consists of a thermal resistant annealed borosilicate glass refractor mechanically held in a formed aluminum door frame. The door frame is attached to the flared reflector assembly with three stainless steel screws. Three keyhole slots in the door frame and an internal safety cable allow easy removal for re-lamping. Light from a vertical lamp is distributed by precisely molded refracting prisms to maximize utilization, uniformity and luminaire spacing. Use symmetric glass refractor for distribution.

Ballast Assembly

The ballast housing cast of 356 copper free aluminum alloy, has a smooth domed contour and 1 ½ inch circumferential reveal. This housing has an integrally 1 ½ inch NPT threaded entry with stainless steel set screw. A terminal block is provided with a quick disconnect receptacle. The unitized ballast assembly plugs into the quick disconnect receptacle. The ballast plate is keyholed for ease of installation into the ballast housing. A nickel plated lamp grip socket of street lighting grade with a glazed porcelain body and the center contact backed by a coiled spring, is positioned mechanically to the ballast plate, placing the lamp at the light center of the prismatic glass refractor.

Ballasts and Voltage

The ballast shall be mogul base 70 watt – 120 volt High Pressure Sodium (HPS)

Finish

The luminaries shall be finished with a polyester powder coat applied after a seven-stage pretreatment process to insure maximum durability. Finish color shall be HUNTER GREEN.

6-86.21 Light Poles

The Contractor shall provide and install "Hallbrook" series light poles as manufactured by Unique Solutions. The light poles shall be a one piece shaft contemporary European style light post constructed of cast aluminum. The light poles shall have a single bishops crook mounting bracket and slender sweeping decorative clamshell base.

Material

The anchor base shall be structural quality hot rolled carbon steel plate with a minimum yield strength of 36,000 psi. The base plate telescopes the shaft and is circumferentially welded top and bottom. The anchor bolts shall be hot dipped galvanized. The bracket arm shall be 1 ½ inch schedule 40 pipe and threaded 1 ½ NPT for luminaire mounting. The clamshell base shall be sand casted of A356 copper free aluminum alloy.

Dimensions

The pole shall be 12 feet in height with a 10-inch square base plate. The decorative clamshell base shall be 22 inches in diameter and 45 inches tall. The shaft shall have a top diameter of 3.38 inches and a uniform taper of 0.14 per foot of length. The bishops crook bracket arm shall rise 43 inches above the pole top and form a 30-inch diameter arc from the center of the vertical portion of the arm to luminaries mount centerline. The luminaire mounting end of the bracket arm shall be 21 inches above the top of the post.

Wiring Access

The post shall be provided with a 2 ½ inch by 4 ½ inch rectangular curved hand hole and cover. A ½ - 13 UNC bolt and nut are provided for grounding.

Finish

The post shall be provided with a prime coat of urethane polyester powder and a top coat of aliphatic acrylic polyurethane. Final color shall be HUNTER GREEN.

Installation

The post shall be provided with four ¾-inch diameter by 24-inch long L-type anchor bolts to be installed on a 9-inch diameter bolt circle.

6-86.22 Decorative Bases

The Contractor shall provide and install "Hallbrook" series cast aluminum decorative cover base as manufactured by Unique Solutions. The decorative base cover shall be a two-piece cast aluminum unit with a minimum wall thickness of .25 inches. The casting is 45 inches tall by 22 inches in diameter at the base. The inside hole diameter at the top is sized for a pole with a specified outer diameter at 45 inches from the base.

Hardware

The two castings are held together by six ¼-inch – 20 stainless steel hex head screws that are thread into the castings. A bracket sent with the cover is attached to the anchor bolts and attaches to the cover with a ¼-inch – 20 stainless steel hex head screw.

Finish

All exposed cast metal surfaces are finished with a polyester powder paint applied after a seven-stage pre-treatment process to insure durability and adherence. Final color shall be HUNTER GREEN.

Miscellaneous Work

The Contractor shall provide and install a non-shrink grout between the decorative bases and concrete slab on which the base is sitting on. All voids shall be filled.

6-86.23 Metered Load Center

The Contractor shall provide and install one 100 AMP load center as manufactured by General Electric "GE" or approved equal. The load center shall be surface mounted inside a Strong Box stainless steel enclosure. The load center shall be a 120/240 VAC UL, single phase, 4 wire; 14 AWG 2/0 AWG / Load; Main Circuit breaker neutral conductor shall be 14 AWG 1/0 AWG. Meter socket shall be NEMA Type 3R or approved equal.

6-108 PLAYGROUND EQUIPMENT

General Requirements All work shall be done in conformance with the materials manufacturer's recommendations and precautions. The developer shall furnish manufacturer's instructions to the City at least 10 days prior to the start of work.

The developer shall design, provide and install new handicap accessible playground equipment system with poured-in-place playground surface material that conforms to the California Code of Regulations Title 22, Division 4, Chapter 22 and ADA Accessibility Guidelines (ADAAG). The systems shall be designed to meet CPSC and ADA guidelines ensuring accessibility and safe play for all children regardless of their physical abilities.

The playground area shall be installed so that the swing area is separate from the main play structure. The main play structure shall have 8 to 13 elevated play components and shall have a minimum of 3 to 4 ground level play components required to be on an accessible route. The intent of these requirements is to provide a variety of experiences for individuals who choose to remain with their mobility aids or choose not to transfer to elevated play components, along with meeting the use zone requirements.

The City will accept the following playground manufacturers: Game Time Playground Equipment, Little Tykes Playground Equipment, Landscape Structures Playground Equipment, and Miracle Playground Equipment.

The developer may request in writing, permission from the Engineer to use another manufacturer's equipment in place of the equipment specified. The Engineer, before considering or granting such request, may require the Contractor to furnish, at his expense, evidence satisfactory to the Engineer that the equipment proposed for use by the Contractor is equivalent to the equipment specified above. No wood structures will be considered as an equivalent product. Product warranties, support services or other benefits associated with the specific material will be considered by the Engineer in determining equality of materials.

Use of other equipment may require that the layout for the playground area be revised. The contractor shall be responsible for ensuring that any revisions to the playground layout provide the required fall zones around all the equipment and that all walkways continue to meet ADA requirements.

Prior to the final inspection of the new playground equipment, the developer shall supply the Engineer all manufacturer's instruction manuals that were used to install the new playground equipment.

The developer shall provide the City of Lodi a final Playground Safety Inspection by a certified NPSI Playground Safety Inspector prior to the opening of the playground to the public.

Roget Park equipment shall include the following features.

Fasteners:

Primary fasteners shall be socketed and pinned tamperproof in design stainless steel unless otherwise indicated. All primary fasteners shall include a locking patch type material that will meet the minimum torque requirements as published by the manufacturer. The manufacturer shall provide the installer and the City of Lodi Parks Division all special tools for pinned hex fasteners.

Posts:

All upright support posts shall be fabricated from aluminum or steel extruded tubing conforming to ASTM B-221 or approved equal. All posts shall have a 5-inch outside diameter with a minimum wall thickness of .125 inches.

Decks:

All decks shall be of modular design and shall have 5/16 inch diameter holes punched on the standing surface. There shall be a minimum of (4) slots in each face to accommodate face mounting of components. Decks shall be manufactured from a single piece of low carbon 12 GA sheet steel conforming to ASTM specification A-569.

The sheet shall be perforated then flanged formed and reinforced as necessary to ensure structural integrity. The deck units shall then be thoroughly cleaned in a hot phosphatizing pressure washer, then primed with a clear acrylic thermosetting solution.

The decks shall then be preheated and dipped into a U.V. stabilized liquid poly vinyl chloride, then salt cured at approximately 400 degrees. The finished coating shall be a minimum of .050 inches thick.

Plastic Components:

All plastic components shall be rotationally molded from U.V. stabilized linear low density polyethylene per manufacturer's instructions.

Powder Coating:

All metal components to be powder coated shall be free of excess weld and splatter. Parts shall be thoroughly cleaned in a pre-treatment system with a hot phosphatizing bath and a non-chrome seal for corrosion resistance, and then thoroughly dried. Powder coating shall have a minimum thickness of .004 inches. Powder coating shall be formulated for optimum U.V. stability and glossiness and shall meet or exceed ASTM Standards for Adhesion (D-3363), Impact (D-2794) and Salt Spray Resistance (B-117).

Equipment Warranty:

The manufacturer shall provide the City of Lodi Parks Division a minimum 3-year Limited Warranty for all parts components seats against failure due to corrosion/natural deterioration or manufacturing responsible for cosmetic issues or wear and tear from normal use.

6-109 Playground Surface Material

General Requirements:

All work shall be done in conformance with the materials manufacturer's recommendations and precautions. The developer shall furnish manufacturer's instructions to the City at least 10 days prior to the start of work.

The playground surfacing shall be "Tot Turf" Playground System as manufactured by Robertson Industries or an approved equal. Tot Turf is a rubberized surfacing and shall consist of a poured-in-place polyurethane resin based post consumer recycled rubber shredded material derived from recycled tires. The materials shall be non-flammable, non-shrinking, one part moisture cured polyurethane adhesive as recommended by the manufacturer.

The outdoor play areas shall be in compliance with the Uniform Federal Accessibility Standards (UFAS) FED-STD-795 and the Architectural and Engineer Instructions (9AEI) Design Criteria. The requirements of the Americans with Disabilities Act Accessibility Guidelines (9ADAAG) 28 DFR Part 36 that provide equal or greater accessibility than the requirements of UFAS must also be met in children's outdoor play areas.

Submittals:

The developer shall submit for approval the following information to the Engineer 14 days prior to the installation of materials.

- Manufacture's descriptive data and installation instructions, including cleaning and preventative maintenance instructions
- Shop drawing details of the safety surfacing system, including depths of material, sub-base materials, and edge details
- A list of all materials and components to be installed as part of the poured-in-place surface system, by weight and/or volume and recommended coverage, including manufacturer's name, shipment date, storage requirements, and precautions, and state chemical composition and test results to which material has been subjected in compliance with these specifications
- A listing of at least (5) installations where products similar to those proposed for use have been installed and have been successful service for a minimum period of three years. The list shall include owner/purchaser, address of installation, service/maintenance organization, date of installation, contact person and phone number.
- Statement signed by an official authorized to certify on behalf of the manufacturer of the synthetic safety surfacing attesting that the surfacing meets or exceeds the requirements of ASTM F-1292-99 for head-first falls from the highest accessible portion of the specified playground equipment
- A certificate of Insurance shall be provided by the manufacturer of the synthetic safety surfacing for use as playground safety surfacing, covering both general and product liability, of not less than \$5,000,000.00. The issuing underwrite shall be AA-rated.
- The developer shall provide the Engineer a 12-inch by 12-inch sample of the surface material 14 days prior to installation. The sample shall match the color selection as noted on the plans for this project.
- Surfacing shall maintain required impact attenuation characteristics and be guaranteed against defects in workmanship or material for a period of two years.

Products:

The safety surfacing shall consist of synthetic safety surfacing meeting requirements of Tot Turf as manufactured and installed by Robertson Industries, Inc., 2146 West Sherman Street, Phoenix, Arizona, 85009, (800) 858-0519.

- Safety surface shall consist of an impact attenuating substrate and wear surface bonded to produce unified system.

- The uniform material shall be manufactured in such a way that the top portion meets the requirements specified herein for wear surface.
- The safety surfacing shall be poured-in-place system as indicated on the plans.
- Impact Attenuating Cushion Layer Substrate shall consist of shredded styrene butadiene rubber (SBR) adhered with 100 percent solids polyurethane binder to form a resilient porous material.
- Strands of SBR may vary from 0.5 mm – 2.0 mm in thickness by 3.0 mm – 20.0 mm in length.
- Foam or granular rubber is not acceptable material.
- Binder shall be not less than 14 percent, nor more than 16 percent of the total weight of rubber, and shall provide 100 percent coating of particles.
- The substrate shall be compatible with the wearing surface and shall meet requirements herein for impact attenuation.

Top Coat – (Wear Surface):

The wear surface shall consist of ethylene propylene diene monomer (EPDM) particles adhered with polyurethane binder formulated to produce an even, uniform surface.

- EPDM particles shall meet requirements of ASTM-D-412 and CSA-Z614-98 for tensile strength and elongation.
- EPDM shall be peroxide cured with an EPDM content of 26 percent and shall include a processing aid to prevent hardness.
- Size of rubber particles shall not be less than 1.00 mm, nor greater than 3.0 mm across. Binder shall be not less than 20 percent of total weight of rubber used in the wear surface and shall provide 100 percent coating of the particles.
- Thickness of wear surface shall be a minimum of ½ inch.

Binder:

The binder for safety surfacing shall be 88-M-41, which is specifically designed for use with rubber granule material for outdoor installations.

- 88-M-41 is a single component polyurethane prepolymer formulated using a polymeric foam of Diphenylmethane 4, and Diisocyanate (MDI).
- No toluene diphenyl isocyanate (TDI) shall be used.
- No filler materials shall be used in urethane such as plasticizers and the catalyzing agent shall contain no heavy materials.
- Weight of polyurethane shall be no less than 8.5 lbs/gal and no more than 9.5 lb/gal.

Site Preparation:

The Contractor and the Engineer shall field verify that finished elevations of play area are at the appropriate subgrade elevation prior to the placement of safety surfacing subsurface shall be installed in a true, even plane and sloped to drain as indicated on the plans.

- The aggregate base rock subsurface shall be within 3/8 inch in 10 feet and shall be fully compacted to 95 percent.

Installation:

- a) **Safety Surface System:** Components of the safety surface system shall be mixed on site in a rotating tumbler to ensure components are thoroughly mixed and coated in accordance with manufacture's recommendations. Installation of surfacing shall be seamless and completely bonded to subsurface. Material shall cover all foundations and fill around all elements penetrating the surface.
- b) **Substrate:** Whenever practical, substrate layer of surfacing material shall be installed in one continuous pour on the same day. When a second pour is required, fully coat the edge of previous work with polyurethane binder to ensure 100 percent bond with new work. Apply adhesive in small quantities so that new substrate can be placed before the adhesive dries.
- c) **Wear Surface:** Wear surface must be of high quality peroxide cured EPDM rubber. To bond wear surface to substrate, apply adhesive to substrate in small quantities so that wear surface can be applied before adhesive dries. Surface shall be hand troweled to a smooth even finish, except where wear surface is composed of differing color patterns; pour shall be continuous and seamless. Where seams are required due to color change, adjacent color shall be placed as soon as possible, before initial pour has cured. The edge of initial pour shall be coated with adhesive and wear surface mixture shall be immediately applied.
- d) **Perimeter:** Adhesive shall be applied with a roller or brush to the inside face of the concrete curb retaining the safety surface materials.
- e) **Thickness:** Construction methods, such as use of measured screeds 1 1/16 inch thicker than the required surfacing depth, shall be employed to ensure that full depth of specified surfacing material is installed. Surfacing system thickness throughout the playground equipment use zone shall be required to meet attenuation requirements specified herein.
- f) **Clean-Up:** Do not clean tools and equipment near or around final safety surface installation. The installation contractor shall remove and dispose of all bags, buckets and other debris off-site.
- g) **Protection:** The synthetic safety surface shall be allowed to fully cure in accordance with manufacturer's instructions. The surface shall be protected by the contractor from all traffic during the curing period of 48 hours.
- h) **Patch Kit:** The contractor shall provide the City of Lodi a patch kit for the poured-in-place material. The patch kit shall contain enough material to repair 50 square feet. The kit shall include "Black base" mat material, the colored wear course material and binder material to provide 100 percent coverage of all rubber particles.

6-110 PARK FURNITURE

General Requirements All park furniture shall be furnished and installed in conformance with the materials manufacturer's recommendations, instructions and precautions, as directed by the Engineer and as specified in these Special Provisions.

All nuts and bolts shall be treated for rust resistance.

The contractor shall verify the dimensions of the park furniture and the concrete slabs to ensure that all ADA clearance and accessibility requirements are met.

The installation of park furniture in existing concrete slabs shall be done by core-drilling the concrete. Sawcutting and/or jackhammering the concrete will not be permitted. Park furniture shall be set in with non-shrink concrete grout.

- A) **Park Benches** Park benches shall be Wabash Valley Manufacturing, Model 5387 or an approved equal. The park bench frames shall be constructed of heavy-duty galvanized steel tubing with a baked-on epoxy powder coating. The tubing shall be a minimum of 2 3/8 inches O.D. before the finish coating is applied. The finish frame color shall be black.

The bench seat and backrest shall be constructed of 3/4-inch by 9 gauge heavy-duty expanded steel and have a 1 3/4-inch angle iron border. The expanded steel shall be finish coated with vinyl material or an approved equal. The bench seat and backrest vinyl coating color shall be burgundy. The bench seat shall be a minimum of 10 inches and a maximum of 12 inches in width.

- B) Handicap Accessible Drinking Fountain Drinking fountain shall be Haws Model 3177. Drinking fountain includes recessed push button valve with automatic stream regulation, concrete guard for polished chrome plated bubbler head, stainless steel access plate with vandal-resistant screws and ½ inch NPT screwdriver stop. Standard color is portland gray cement with exposed aggregate finish. Pedestal shall be reinforced with #6 galvanized pipe. Mount drinking fountain with four 5/8-inch diameter anchor bolts furnished by manufacturer. Contractor shall also install water line and sewer line connections.
- C) Trash Receptacles & Lids Trash receptacles shall be manufactured by San Diego Precast Concrete Model No. TR27DSQH and lid Model No. TRH27DSQH or an approved equal. The trash receptacles shall be pre-cast concrete trash container, tan in color with a smooth glossy finished surface. The lid shall be square in shape and fabricated from steel and tan in color. Trash receptacles and lids shall be installed per manufacturer's instructions.

THIS MAP IS FOR
ASSESSMENT USE ONLY



CITY OF LODI
Assessor's Map Bk.027 Pg.41
County of San Joaquin, Calif.

City of Lodi, Community Development Department, Received 12/07/2004

NOTE: Assessor's Parcel Numbers Shown in Circles.
Assessor's Block Numbers Shown in Ellipses.

20-139



PARCEL MAP of
a portion of the south half of
the southeast quarter of Sec. 10,
T.3 N., R.6 E., M.D.B. & M.,
City of Lodi,
San Joaquin County, California
August, 1996 Scale: 1"=100'
Sheet 1 of 2

STATE OF CALIFORNIA
COUNTY OF SAN JOAQUIN

ON 10-2-96, BEFORE ME, WILL L. CLARKSON, NOTARY PUBLIC,
PERSONALLY APPEARED MARJORIE D. HILLIER AND
THOMAS F. HILLIER, PROVED TO ME ON THE BASIS OF
SATISFACTORY EVIDENCE TO BE THE PERSONS WHOSE NAMES ARE
SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO
ME THAT THEY EXECUTED THE SAME IN THEIR AUTHORIZED CAPACITIES,
AND THAT BY THEIR SIGNATURES ON THE INSTRUMENT THE PERSONS, OR
THE ENTITY UPON BEHALF OF WHICH THE PERSONS ACTED, EXECUTED
THE INSTRUMENT.

WITNESS MY HAND:

Will L. Clarkson

NOTARY PUBLIC IN AND FOR THE
ABOVE-MENTIONED STATE AND COUNTY

MY COMMISSION EXPIRES: 7-13-97

STATE OF CALIFORNIA
COUNTY OF Los Angeles

ON 10-3-96, BEFORE ME, ELIJA F. SAKER, NOTARY PUBLIC,
PERSONALLY APPEARED DOROTHY LEE BEEVE AND
JEROLD EDMOND BEEVE, PROVED TO ME ON THE BASIS OF
SATISFACTORY EVIDENCE TO BE THE PERSONS WHOSE NAMES ARE
SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO
ME THAT THEY EXECUTED THE SAME IN THEIR AUTHORIZED CAPACITIES,
AND THAT BY THEIR SIGNATURES ON THE INSTRUMENT THE PERSONS, OR
THE ENTITY UPON BEHALF OF WHICH THE PERSONS ACTED, EXECUTED
THE INSTRUMENT.

WITNESS MY HAND:

Elija F. Saker

NOTARY PUBLIC IN AND FOR THE
ABOVE-MENTIONED STATE AND COUNTY

MY COMMISSION EXPIRES: Sept. 5, 1998

STATE OF CALIFORNIA
COUNTY OF ORANGE

ON 10-7-96, BEFORE ME, KATHERINE LANINOVICH, NOTARY PUBLIC,
PERSONALLY APPEARED RONALD C. DUNSCOMBE AND
JUDITH DUNSCOMBE, PROVED TO ME ON THE BASIS OF
SATISFACTORY EVIDENCE TO BE THE PERSONS WHOSE NAMES ARE
SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO
ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY,
AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR
THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED
THE INSTRUMENT.

WITNESS MY HAND:

Katherine Laninovich

NOTARY PUBLIC IN AND FOR THE
ABOVE-MENTIONED STATE AND COUNTY

MY COMMISSION EXPIRES: 6-2-99



OWNERS' STATEMENT:

WE, THE UNDERSIGNED, HEREBY STATE THAT WE ARE ALL
THE PARTIES HAVING RECORD TITLE INTEREST IN THE LANDS
SUBDIVIDED AND SHOWN ON THIS PARCEL MAP AND WE HEREBY
CONSENT TO THE PREPARATION AND FILING OF THIS PARCEL MAP
IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN
COUNTY, CALIFORNIA.
WE ALSO OFFER FOR DEDICATION TO THE PUBLIC FOR PUBLIC USE
ALL PUBLIC UTILITY EASEMENTS, ALL STREET RIGHTS-OF-WAY
AND THE 10-FOOT WIDENING OF RIGHT-OF-WAY ALONG KETTLEMAN
LANE, ALL AS SHOWN ON THIS MAP.

DATED THIS Ten DAY OF October, 1996.

Ronald C. Duncombe
RONALD C. DUNSCOMBE
A.K.A. RONALD C. DUNSCOMBE
DATED THIS 10th DAY OF OCTOBER, 1996.

Judith Duncombe
JUDITH DUNSCOMBE
DATED THIS 3rd DAY OF October, 1996.

Dorothy Lee Beeve
DOROTHY LEE BEEVE, A.K.A.
DOROTHY BEEVE
DATED THIS 2nd DAY OF October, 1996.

Jerold Edmond Beeve
JEROLD EDMOND BEEVE
DATED THIS 2nd DAY OF October, 1996.

Marjorie D. Hillier
MARJORIE D. HILLIER, A.K.A.
MARJORIE HILLIER
DATED THIS 2nd DAY OF October, 1996.

Thomas F. Hillier
THOMAS F. HILLIER
DATED THIS 2nd DAY OF October, 1996.

STATE OF Oregon
COUNTY OF Deschutes

ON 10-19-96, BEFORE ME, Danielle Kimyon, NOTARY PUBLIC,
PERSONALLY APPEARED RONALD C. DUNSCOMBE AND
JUDITH DUNSCOMBE, PROVED TO ME ON THE BASIS OF
SATISFACTORY EVIDENCE TO BE THE PERSONS WHOSE NAMES ARE
SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO
ME THAT THEY EXECUTED THE SAME IN THEIR AUTHORIZED CAPACITIES,
AND THAT BY THEIR SIGNATURES ON THE INSTRUMENT THE PERSONS, OR
THE ENTITY UPON BEHALF OF WHICH THE PERSONS ACTED, EXECUTED
THE INSTRUMENT.

WITNESS MY HAND:

Danielle Kimyon

NOTARY PUBLIC IN AND FOR THE
ABOVE-MENTIONED STATE AND COUNTY

MY COMMISSION EXPIRES: 1-20-99

ENGINEER'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED
UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF
THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF
CITY OF LODI. IN Sept., 1996, I HEREBY STATE THAT THIS
PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR
CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY. ALL MONUMENTS ARE
OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED AND THAT
THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED THIS 25th DAY OF Sept., 1996.

Terry Piazza
TERRY PIAZZA, R.C.E. 19638
REGISTRATION EXPIRATION DATE: 9-30-97

CITY ENGINEER'S STATEMENT:

THIS MAP CONFORMS WITH THE REQUIREMENTS OF THE SUBDIVISION MAP
ACT AND LOCAL ORDINANCE. PURSUANT TO THE AUTHORITY OF ORDINANCE
NO. 1302 OF THE CITY OF LODI, I HEREBY ACCEPT ON BEHALF OF THE
PUBLIC FOR PUBLIC USE THE OFFER OF DEDICATION OF ALL STREETS AND
PUBLIC UTILITY EASEMENT SHOWN HEREON.

DATED THIS 23 DAY OF October, 1996.

Richard C. Prima Jr.
RICHARD C. PRIMA JR., R.C.E. 28,183
CITY ENGINEER EX OFFICIO CITY CLERK
OF THE CITY OF LODI
REGISTRATION EXPIRATION DATE: 3-31-98 3-31-98

RECORDER'S STATEMENT:

FILED THIS 14th DAY OF November, 1996 AT 3:12 P.M. IN BOOK
20 OF PARCEL MAPS AT PAGE 139, AT THE REQUEST OF
TERRY PIAZZA.

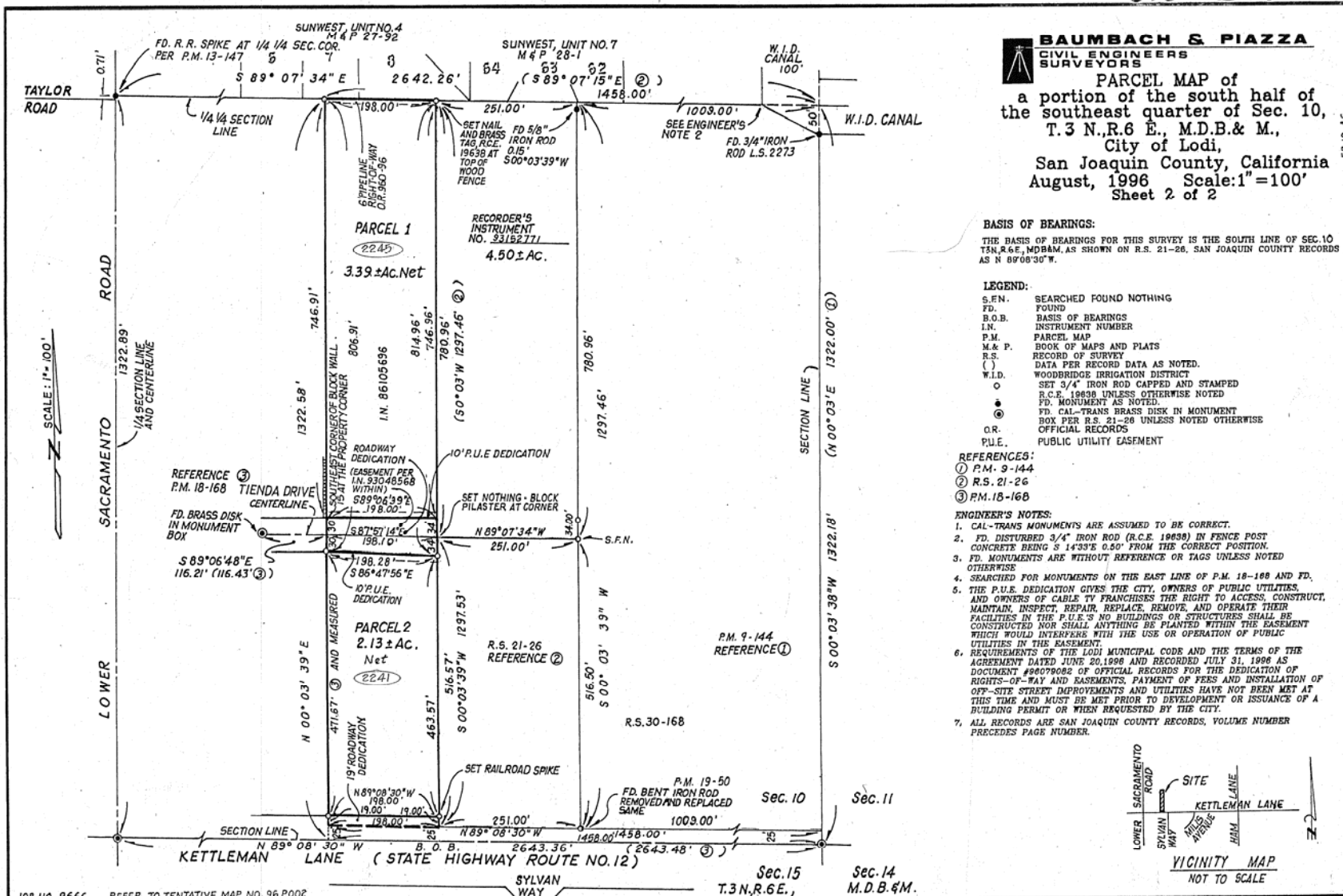
FEES \$ 10.00

James M. Johnstone BY Catherine Jaonell
JAMES M. JOHNSTONE CATHY J. JAONELL
COUNTY RECORDER/CLERK DEPUTY RECORDER

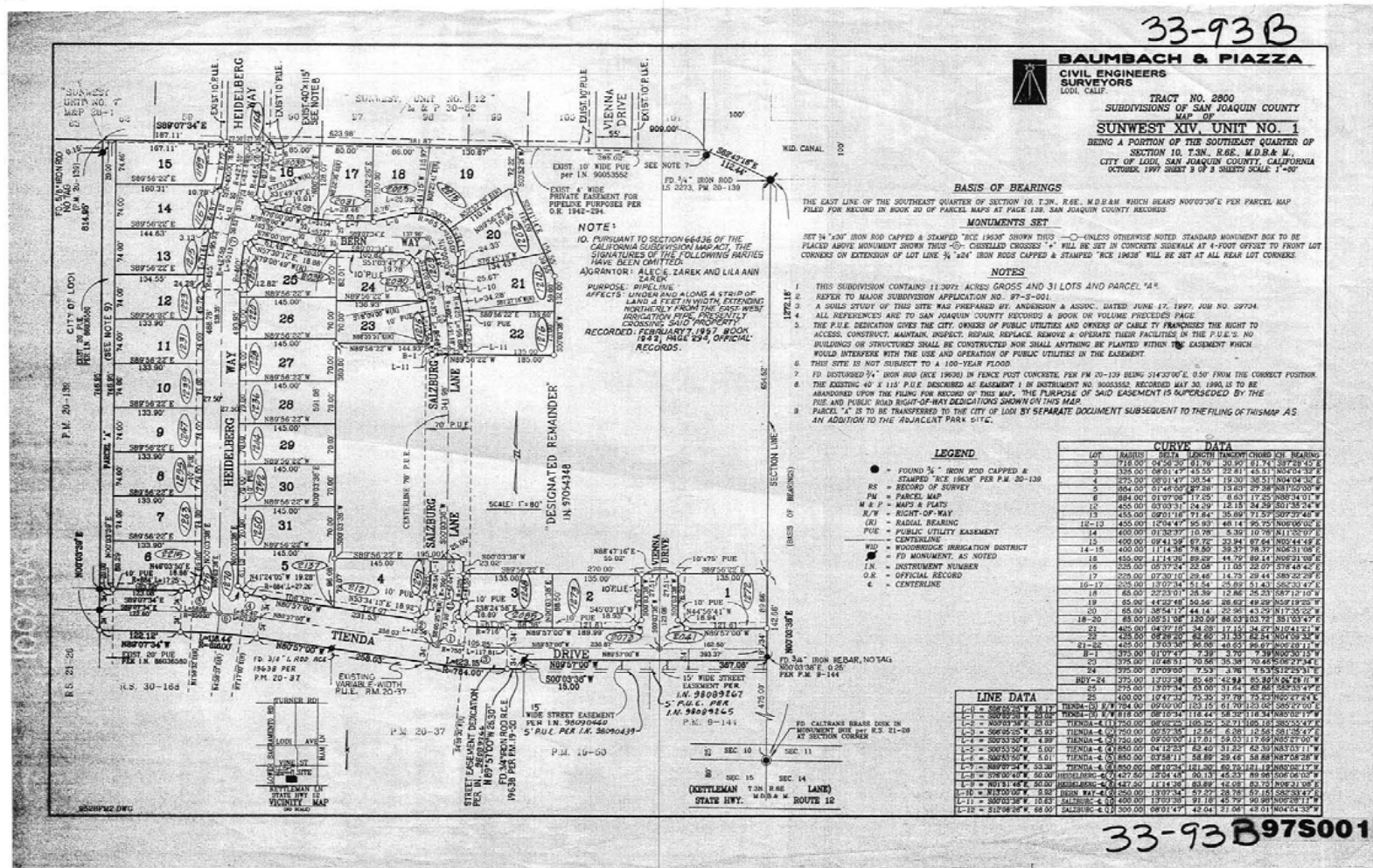
96P002-1

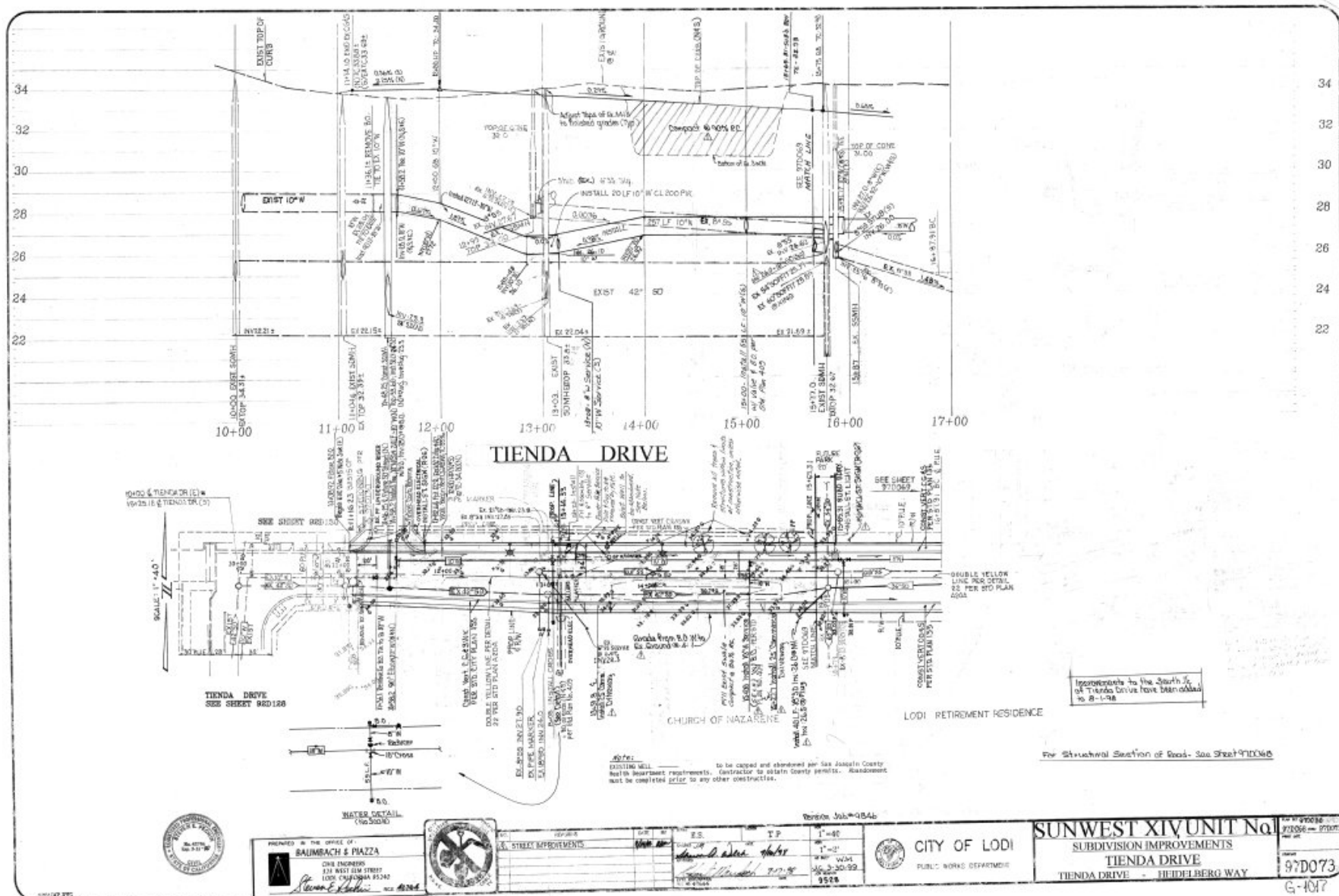
20-139

20-139M



96P002-2 20-139A





Park Maintenance Guidelines

Roget Park is to be maintained by the Developer as agreed upon as part of the Development Agreement.

The following guidelines are provided as an example of desired maintenance practices and frequencies to assist the Developer in preparing the proposal.

The City of Lodi Parks Division maintains City parks through a Zone Management Maintenance Program. Each facility and specific features with the facility require specific maintenance tasks completed within a specific frequency. Roget Park is expected to be a very passive facility overall. Specific features within Roget Park may require daily maintenance.

Turf:

Mow on a seven-day cycle at a maximum height of 3 inches. Grass clippings are recycled during mowing or removed from the facility.

Maintain in a healthy state, 95% weed-free.

Notify the Park Superintendent 72 hours in advance of fertilizer and pesticide application.

Turf irrigations schedules are to be developed with the assistance of the Zone Maintenance Supervisor.

Turf edging is to be performed the same day as the site is mowed.

Turf is to be kept a minimum of 18 inches from tree trunks smaller than 2 inches DBH and 24 inches from tree trunks larger than 2 inches DBH.

Tree Maintenance:

Newly planted trees are to be inspected weekly. During this weekly inspection, check the status of the tree stakes, tree ties, trunk guard, health and soil moisture.

With the assistance of a soil probe and the ribbon test, determine watering needs during the months of March through September. Provide supplemental water as needed.

Fertilize newly planted trees prior to the completion of the maintenance period with Grow Power fertilizer tabs 20-8-8 in six auger holes just outside the root ball, 12 inches below grade, backfilled with native soil; one tab per augured hole.

Mature trees are to be monitored monthly. If pruning is required, contact the Park Superintendent 72 hours in advance of scheduled work. ISA pruning standards are to be followed.

Trash Removal:

Site trash receptacles are to be emptied at a minimum of three days per week.

Site is to be inspected for litter. All foreign material is to be removed for entire site daily.

Weed Abatement:

Site is to be monitored for weeds weekly. Weeds are not allowed to reach 6 feet in height prior to a scheduled pesticide application.

Graffiti/Vandalism Abatement:

Monitoring of graffiti/vandalism is a daily requirement. Notification of findings is to be forwarded to the Park Superintendent on a weekly basis.

Removal of graffiti is expected within 24 hours of notification. Repairs of vandalism are expected on a case by case basis determined by the contractor's representative and Park Superintendent.

Playground Equipment:

Daily inspections are required. Negative findings are to be reported to the Park Superintendent immediately. Parks Division will be responsible for monthly documented inspections and necessary repairs of equipment.

Park Lighting:

Monthly inspections are required. Negative findings are to be reported to Park Superintendent.

Wildflower area:

Establish and maintain spec species. Perform weed abatement as required.



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Accept Memorial Bench and Plaque Donation from John Jr. and Erica Teresi in Honor of the Teresi Family

MEETING DATE: September 5, 2007

PREPARED BY: Interim Parks and Recreation Director

RECOMMENDED ACTION: Accept memorial bench and plaque donation from John Jr. and Erica Teresi in honor of the Teresi Family.

BACKGROUND INFORMATION: On August 7, 2007, Mr. John Teresi Jr. contacted the Parks and Recreation Department to offer funds to replace two park benches that are in disrepair. Mr. Teresi Jr. informed me that he was offering to provide funding to replace a damaged park bench at Lodi Lake Park and a damaged park bench at Peterson Park.

On August 9, 2007, Mr. Teresi Jr. visited my office where he received an engineer's estimate for his requested locations. Upon review of the project estimates, Mr. Teresi Jr. also voiced an interest in including a plaque on each of the replacement benches. Based upon his request, Mr. Teresi Jr. was provided a copy of the Memorial Park Bench and Plaque Policy.

On the afternoon of August 9, 2007, I received a fax from Mr. Teresi Jr. formally requesting that we accept his donation.

Staff supports this request, which complies with the Memorial Park Bench and Plaque Policy. The Parks and Recreation Commission will act on the request at its September 4, 2007, meeting.

FISCAL IMPACT: None. Mr. Teresi Jr. will fund his entire request of both park bench projects.

FUNDING AVAILABLE: None

Kirk Evans, Budget Manager

Steve Dutra
Interim Parks and Recreation Director

SD:tl

cc: City Attorney

APPROVED: _____
Blair King, City Manager



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Accept Anonymous Bequest to the Parks and Recreation Department of \$156,000 for Lodi Lake and Playgrounds throughout the City

MEETING DATE: September 5, 2007 City Council Meeting

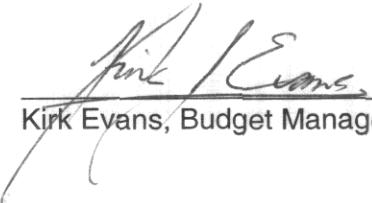
PREPARED BY: City Attorney's Office

RECOMMENDED ACTION: Accept Bequest and direct that funds be restricted to use for Lodi Lake and Playgrounds throughout the City.

BACKGROUND: The City of Lodi received an anonymous initial distribution of a bequest from an estate in the amount of \$156,000 intended for the Parks and Recreation Department to be used for Lodi Lake and parks throughout the City. The donor wished to remain anonymous. The bequest must be brought to Council for formal acceptance and agreement to abide by the condition of the bequest. Accordingly, staff recommends that Council accept the initial and any residual distributions from the bequest and direct that it be limited to use for Lodi Lake and parks throughout the City.

FISCAL IMPACT: \$156,000 donation plus residual to Parks and Recreation.

FUNDING AVAILABLE: Not applicable.


Kirk Evans, Budget Manager


Stephen Schwabauer, City Attorney

APPROVED:


Blair King, City Manager



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Awarding the Purchase of Polemount Transformers to GEXPRO (GE Supply) of North Highlands, CA (\$27,567.86) (EUD)

MEETING DATE: September 5, 2007

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Adopt a resolution awarding the purchase of polemount transformers to GEXPRO (GE Supply), of North Highlands, CA.

BACKGROUND INFORMATION: On May 16, 2007, the City Council authorized the Electric Utility Department (EUD) to advertise for bids as necessary to meet the EUD's needs for polemount transformers through the fiscal year.

On July 18, 2007, bids were opened for nine sizes of padmount transformers, and life-cycle costs were evaluated (life-cycle costs are the combined total purchase price plus cost of operation based on estimated power loss during the projected life of the transformer). Proposals were also evaluated on the basis of compliance with equipment and bid specifications. There were nineteen (19) different polemount transformers with ratings at 25kVA, 37.5kVA and 50kVA at different terminal voltages. Five manufacturers submitted bid proposals and GEXPRO (GE Supply) of North Highlands, California showed the lowest life-cycle costs for all advertised transformers. A summary of the bid evaluation is attached as Exhibit A. Some of the transformers are planned for use in a commercial development on Reynolds Ranch and other residential and commercial developments and upgrades within the City. The remaining transformers are to bring the number of stock transformers of different sizes to the required inventory level.

FISCAL IMPACT: Price is \$27,567.86.

FUNDING: Account No. 160650.

Kirk Evans, Budget Manager

George F. Morrow, Electric Utility Director

Prepared by: Demy Bucaneg, Jr., PE, Manager, Engineering & Operations

GFM/DB/lst

Attachment

RESOLUTION NO. 2007-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AWARDING THE BIDS FOR THE PURCHASE OF
POLEMOUNT TRANSFORMERS

=====

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on July 18, 2007, at 11:00 a.m., for the purchase of polemount transformers for the Electric Utility Department, described in the specifications therefore approved by the City Council on May 16, 2007; and

WHEREAS, said bids have been compared, checked, and tabulated and a report thereof filed with the City Manager as shown on Exhibit A attached; and

WHEREAS, the City Manager recommends the award of the bids for the various types and ratings of polemount transformers for the Electric Utility Department be made to the bidder(s) whose proposal and equipment meet City of Lodi specifications and whose transformers are expected to yield the lowest overall life-cycle costs, listed as follows:

5 each 25kVA 120/240 Volt, 1-Ph	GEXPRO (GE Supply)	\$ 5,306.69
2 each 37.5kVA 277 Volt, 1-Ph	GEXPRO (GE Supply)	\$ 2,467.48
5 each 37.5kVA, 120/240 Volt, 1-Ph	GEXPRO (GE Supply)	\$ 7,138.44
1 each 37.5kVA, 240/480 Volt, 1-Ph	GEXPRO (GE Supply)	\$ 1,664.74
5 each 50kVA, 120/240 Volt, 1-Ph	GEXPRO (GE Supply)	\$ 9,147.98
1 each 50kVA, 240/480 Volt, 1-Ph	GEXPRO (GE Supply)	<u>\$ 1,842.53</u>

\$27,567.86

NOW, THEREFORE, BE IT RESOLVED that the award of the bids for the purchase of polemount transformers for the Electric Utility Department be and the same is hereby awarded to the lowest responsible bidders, as shown above, in the total amount of \$27,567.86.

Dated: September 5, 2007

=====

I hereby certify that Resolution No. 2007-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held September 5, 2007, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

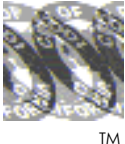
2007-_____

EXHIBIT A

Transformer Bid Evaluation				Bid Opening: July 18, 2007										
Polemount				Tax (factor): 1.0775		Primary Winding: 12,000 Volt Line-to-Line								
July 18, 2007				No Load Loss \$/watt: 3.75										
				Load Loss \$/watt: 1.25										
Bid Item 1: 25kVA, 120/240 Volt, Single Phase, Conventional, Pole						Number of units: 5				45		500		
Vendor			Unit	Extended	Price	No Load	Load							
			Price \$	Price \$	w/tax \$	Loss	Loss	No Load	Load	Cost of	Life Cycle	Delivery	Height	Weight
						(watts)	(watts)	Loss value	Loss value	Losses \$	Cost \$	(weeks)	(inches)	(pounds)
ERMCo c/o Hees Enterprises, Inc.			1,175.00	5,875.00	6,330.31	59	345	1,106.25	2,156.25	3,262.50	9,592.81	12-14	40.9	397
WESCO Distribution			1,211.00	6,055.00	6,524.26	63	346	1,181.25	2,162.50	3,343.75	9,868.01	10-12	39	317.6
GE Supply - Gexpro			985.00	4,925.00	5,306.69	53	455	993.75	2,843.75	3,837.50	9,144.19	10	36.4	346
Howard Industries, Inc.			1,513.00	7,565.00	8,151.29	68	315	1,275.00	1,968.75	3,243.75	11,395.04	8-10	32	327
Central Moloney, Inc.			No Bid											
Bid Item 2: 37.5kVA, 277 Volt, Single Phase, Conventional, Pole						Number of units: 2						48		625
Vendor			Unit	Extended	Price	No Load	Load							
			Price \$	Price \$	w/tax \$	Loss	Loss	No Load	Load	Cost of	Life Cycle	Delivery	Height	Weight
						(watts)	(watts)	Loss value	Loss value	Losses \$	Cost \$	(weeks)	(inches)	(pounds)
ERMCo c/o Hees Enterprises, Inc.			1,548.00	3,096.00	3,335.94	92	377	690.00	942.50	1,632.50	4,968.44	12-14	40.9	513
WESCO Distribution			1,345.00	2,690.00	2,898.48	93	460	697.50	1,150.00	1,847.50	4,745.98	10-12	40	421.26
GE Supply - Gexpro			1,145.00	2,290.00	2,467.48	77	596	577.50	1,490.00	2,067.50	4,534.98	10	39.4	464
Howard Industries, Inc.			2,594.00	5,188.00	5,590.07	90	419	675.00	1,047.50	1,722.50	7,312.57	8-10	36	457
Central Moloney, Inc.			No Bid											

Bid Item 3: 37.5kVA, 120/240 Volt, Single Phase, Conventional, Pole						Number of units:		5			48	625
				No Load	Load							
Vendor	Unit	Extended	Price	Loss	Loss	No Load	Load	Cost of	Life Cycle	Delivery	Height	Weight
	Price \$	Price \$	w/tax \$	(watts)	(watts)	Loss value	Loss value	Losses \$	Cost \$	(weeks)	(inches)	(pounds)
ERMCo c/o Hees Enterprises, Inc.	1,573.00	7,865.00	8,474.54	84	402	1,575.00	2,512.50	4,087.50	12,562.04	12-14	40.9	516
WESCO Distribution	1,367.00	6,835.00	7,364.71	88	586	1,650.00	3,662.50	5,312.50	12,677.21	1-2	46	477.77
GE Supply - Gexpro	1,325.00	6,625.00	7,138.44	83	403	1,556.25	2,518.75	4,075.00	11,213.44	10	34.6	446
Howard Industries, Inc.	2,113.00	10,565.00	11,383.79	95	414	1,781.25	2,587.50	4,368.75	15,752.54	8-10	37	433
Central Moloney, Inc.	No Bid											
Bid Item 4: 37.5kVA, 240/480 Volt, Single Phase, Conventional, Pole						Number of units:		1			48	625
				No Load	Load							
Vendor	Unit	Extended	Price	Loss	Loss	No Load	Load	Cost of	Life Cycle	Delivery	Height	Weight
	Price \$	Price \$	w/tax \$	(watts)	(watts)	Loss value	Loss value	Losses \$	Cost \$	(weeks)	(inches)	(pounds)
ERMCo c/o Hees Enterprises, Inc.	1,565.00	1,565.00	1,686.29	86	392	322.50	490.00	812.50	2,498.79	12-14	40.9	514
WESCO Distribution	1,494.00	1,494.00	1,609.79	81	565	303.75	706.25	1,010.00	2,619.79	10-12	42	521.55
GE Supply - Gexpro	1,545.00	1,545.00	1,664.74	76	334	285.00	417.50	702.50	2,367.24	10	31.7	462
Howard Industries, Inc.	2,576.00	2,576.00	2,775.64	94	439	352.50	548.75	901.25	3,676.89	8-10	36	442
Central Moloney, Inc.	No Bid											

Bid Item 5: 50kVA, 120/240 Volt, Single Phase, Conventional, Pole						Number of units:		5			51	800
				No Load	Load							
Vendor	Unit	Extended	Price	Loss	Loss	No Load	Load	Cost of	Life Cycle	Delivery	Height	Weight
	Price \$	Price \$	w/tax \$	(watts)	(watts)	Loss value	Loss value	Losses \$	Cost \$	(weeks)	(inches)	(pounds)
ERMCo c/o Hees Enterprises, Inc.	1,763.00	8,815.00	9,498.16	103	497	1,931.25	3,106.25	5,037.50	14,535.66	12-14	40.9	573
WESCO Distribution	1,761.00	8,805.00	9,487.39	106	605	1,987.50	3,781.25	5,768.75	15,256.14	10-12	46	534.94
GE Supply - Gexpro	1,698.00	8,490.00	9,147.98	92	498	1,725.00	3,112.50	4,837.50	13,985.48	10	34.1	607
Howard Industries, Inc.	3,022.00	15,110.00	16,281.03	116	468	2,175.00	2,925.00	5,100.00	21,381.03	8-10	37	542
Central Moloney, Inc.	No Bid											
Bid Item 6: 50kVA, 240/480 Volt, Single Phase, Conventional, Pole						Number of units:		1			51	800
				No Load	Load							
Vendor	Unit	Extended	Price	Loss	Loss	No Load	Load	Cost of	Life Cycle	Delivery	Height	Weight
	Price \$	Price \$	w/tax \$	(watts)	(watts)	Loss value	Loss value	Losses \$	Cost \$	(weeks)	(inches)	(pounds)
ERMCo c/o Hees Enterprises, Inc.	1,729.00	1,729.00	1,863.00	105	490	393.75	612.50	1,006.25	2,869.25	12-14	40.9	556
WESCO Distribution	1,875.00	1,875.00	2,020.31	116	445	435.00	556.25	991.25	3,011.56	10-12	37	578.08
GE Supply - Gexpro	1,710.00	1,710.00	1,842.53	98	428	367.50	535.00	902.50	2,745.03	10	34.2	569
Howard Industries, Inc.	3,201.00	3,201.00	3,449.08	117	434	438.75	542.50	981.25	4,430.33	8-10	36	532
Central Moloney, Inc.	No Bid											
	GE Supply - Gexpro	\$27,567.86										



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt a resolution authorizing the sole-source purchase of a Jacobsen Model T628 Turfcats 4WD 72" Rotary Mower from H.V. Carter Company, Inc. of Sacramento, CA (\$22,538.07)

MEETING DATE: September 5, 2007

PREPARED BY: Interim Parks and Recreation Director

RECOMMENDED ACTION: Adopt a resolution authorizing the sole-source purchase of a Jacobsen Model T628 Turfcats 4WD 72" Rotary Mower from H.V. Carter Company, Inc. of Sacramento, CA (\$22,538.07).

BACKGROUND INFORMATION: In December 2002, the Parks Division purchased a 2002 Turfcats 72" Mower which became the front line trim mower for the division. This mower is used five days a week and has over 3000 hours of service. This piece of equipment meets the criteria for replacement under the Fleet Policy and Procedure.

To date, the Parks Division has spent \$14,731.00 for repairs with the majority occurring in the last two years. Several times this mow season our Turfcats has been in the mechanic shop for extended periods of time.

Staff has extensively reviewed options and has determined that due to the age, hours of service and mounting repair costs the mower needs replacement. Two commercial mower brands are available. The Jacobsen Model T628 Turfcats 4 WD 72" Rotary Mower is our brand of choice based on past operator and mechanical experiences of Parks staff.

Lodi Municipal Code 3.20.070, Option 5, allows the dispensing of bids when City Council determines it is the best method of purchase. Staff recommends the we be allowed to accept an H.V. Carter offer to piggy back purchase the Jacobsen T628 D Turfcats from the City of Sacramento bid number B073259004. The piggy back purchase process is an opportunity for one agency to use the bidding of another agency, when permission is given from that agency and vendor. The advantage of this opportunity is that an agency has gone through the bidding process and an acceptable vendor has been determined thus our turn around time, advertisement cost and staff costs are lessened.

FISCAL IMPACT: To keep the current Turfcats mower operational as a front line trim mower, staff estimates it will need an additional \$8,000 in repairs. Because of age, use and demands of this piece of equipment, repair costs and downtime will continue to increase. Staff also anticipates increased mow acres in the near future, which will put an additional demand on this mower.

APPROVED: _____
Blair King, City Manager

Adopt a resolution authorizing the sole-source purchase of a Jacobsen Model T628 Turfcut 4WD 72" Rotary Mower from H.V. Carter Company, Inc. of Sacramento, CA (\$22,538.07)
September 5, 2007
Page 2

FUNDING AVAILABLE: Funding available in account 506501.

Kirk Evans, Budget Manager

Steve Dutra
Interim Parks and Recreation Director

SD:tl

cc: City Attorney

RESOLUTION NO. 2007-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE
SOLE-SOURCE PURCHASE OF A JACOBSEN MODEL T628
TURFCAT 4WD 72" ROTARY MOWER FROM H.V. CARTER
COMPANY, INC., OF SACRAMENTO, CA

=====

WHEREAS, Lodi Municipal Code §3.20.070 authorizes dispensing with bids for purchases of supplies, services, or equipment when it is in the best interest of the City to do so; and

WHEREAS, In December 2002, the Parks Division purchased a 2002 Turfcats 72" mower, which became the front line trim mower for the Division. This mower is used five days a week and has over 3,000 hours of service. This piece of equipment meets the criteria for replacement under the Fleet Policy and Procedure; and

WHEREAS, to date, the Parks Division has spent \$14,731 for repairs with the majority occurring in the last two years. Several times this mow season our Turfcats has been in the mechanic shop for extended periods of time; and

WHEREAS, staff has extensively reviewed options and has determined that due to the age, hours of service, and mounting repair costs the mower needs replacement. Two commercial mower brands are available. The Jacobsen Model T628 Turfcats 4 WD 72" rotary mower is the brand of choice based on past operator and mechanical experiences of Parks staff; and

WHEREAS, staff recommends that it be allowed to accept an H.V. Carter offer to piggy back purchase the Jacobsen T628 D Turfcats from the city of Sacramento bid number B073259004. The piggy back purchase process is an opportunity for one agency to use the bidding of another agency, when permission is given from that agency and vendor. The advantage of this opportunity is that an agency has gone through the bidding process and an acceptable vendor has been determined thus our turn around time, advertisement cost, and staff costs are lessened.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the sole-source purchase of a Jacobsen Model T628 Turfcats 4WD 72" rotary mower from H.V. Carter Company, Inc., of Sacramento, California, in the amount of \$22,538.

Dated: September 5, 2007

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I hereby certify that Resolution No. 2007-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held September 5, 2007, by the following vote:

AYES: COUNCIL MEMBERS –
NOES: COUNCIL MEMBERS –
ABSENT: COUNCIL MEMBERS –
ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2007-_____



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing the Purchase, Installation and Maintenance of a Video Surveillance System at the Lodi Public Library to Alamo Alarm of Lodi (\$11,731), and Appropriate \$11,731

MEETING DATE: September 5, 2007

PREPARED BY: Library Services Director

RECOMMENDED ACTION: Adopt a resolution authorizing the purchase, installation and maintenance of a video surveillance system at the Lodi Public Library to Alamo Alarm of Lodi (\$11,731), and Appropriate \$11,731.

BACKGROUND INFORMATION: In the past year the library department has experienced an increase in vandalism to the library building and private vehicles in the parking lots. Incidents include tire slashing, rocks and bricks thrown at the building and windows, graffiti on the exterior doors and homeless persons sleeping in the trash enclosure. Additionally incidents of graffiti and vandalism to the library restrooms and interior furnishings have increased.

Initially library administration researched the cost of installing a digital video surveillance system for the north side exterior doors and interior lobby area. The recommended system included three vandal-resistant dome digital cameras, a power supply, a 160 gigabyte digital video recorder, LCD monitor and peripherals. To offer more flexibility the library Board of Trustees authorized library administration to compile information and obtain quotes for a 6 camera system that had the capacity to expand to accommodate 12-16 cameras.

The draft specifications at the recommendation of the trustees and in consultation with an alarm company were modified to include a two-hour backup uninterruptible power supply (UPS) in the event of a power failure to the system. The specifications were sent to four area alarm companies. Responses were received from two companies.

Bay Alarm
Attn: Virginia Mc Kim
3819 Duck Creek Dr.
Stockton, CA 95215

\$32,046.00

Matson Alarm Co.
25 S. Stockton Street Suite C
Lodi, CA 95240

No Response

Alamo Alarm
Attn: Richard Ross
431 N. Cluff Avenue
Lodi, CA 95240

\$11,731.56

Sonitrol of Stockton
3728 Imperial Way #F
Stockton, CA 95215

No Response

APPROVED: _____
Blair King, City Manager

FISCAL IMPACT: The Library Capital Fund has an unexpended balance of \$12,626 from a variety of previously completed capital improvement projects. These funds are currently available and not earmarked for the library HVAC project.

FUNDING AVAILABLE: Library Fund Capital Account 211.8xx

Kirk Evans, Budget Manager

Nancy C. Martinez
Library Services Director

NM/sb

RESOLUTION NO. 2007-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
THE PURCHASE, INSTALLATION, AND MAINTENANCE OF A
VIDEO SURVEILLANCE SYSTEM AT THE LODI PUBLIC LIBRARY
AND FURTHER APPROPRIATING FUNDS

=====

WHEREAS, in the past year, the Lodi Public Library facility has experienced a significant increase in acts of vandalism to the exterior and interior furnishings of the building; and

WHEREAS, staff recommends that the library install a video surveillance system to deter vandalism and to provide for a safer environment for the public and library staff; and

WHEREAS, the Library Board of Trustees has authorized library administration to research and obtain quotes for the installation of a video surveillance system for the library; and

WHEREAS, on July 31, 2007, library administration received two responses to a request for quotations for the purchase, installation, and maintenance of a video surveillance system; and

WHEREAS, library staff, having reviewed the quotations and solicited information from clients with similar installations, recommends that the purchase be made from Alamo Alarm, of Lodi, in the amount of \$11,713.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby approves the purchase, installation, and maintenance of a digital video surveillance system for the Lodi Public Library from Alamo Alarm, of Lodi, in the amount of \$11,713; and

BE IT FURTHER RESOLVED that \$11,713 be appropriated from the Library Capital Fund for this purchase.

Dated: September 5, 2007

=====

I hereby certify that Resolution No. 2007-_____ was passed and adopted by the Lodi City Council in a regular meeting held September 5, 2007, by the following vote:

AYES: COUNCIL MEMBERS –
NOES: COUNCIL MEMBERS –
ABSENT: COUNCIL MEMBERS –
ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2007-_____



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt resolution awarding the contract for restroom replacement improvements at Henry Glaves Park, 2206 Oxford Way and Beckman Park, 1426 W. Century Boulevard to Diede Construction of Woodbridge, CA (\$347,994.08) and appropriate \$363,000

MEETING DATE: September 5, 2007

PREPARED BY: Interim Parks and Recreation Director

RECOMMENDED ACTION: Adopt a resolution awarding the contract for restroom replacement improvements at Henry Glaves Park, 2206 Oxford Way and Beckman Park, 1426 W. Century Boulevard to Diede Construction, of Woodbridge, CA in the amount of \$347,994.08 and appropriate \$363,000.

BACKGROUND INFORMATION: The work consists of removing and disposing of the existing metal restroom structures, concrete foundations, concrete flat work, and disconnecting existing underground utilities at Beckman and Glaves parks. The Contractor shall provide and install (2) fully relocatable plant fabricated restroom facilities, one at each park location. Work also includes furnishing engineering calculations and construction drawings sufficient to obtain a building permit, installing concrete foundation slabs, connecting electrical, water and wastewater services and other related work as shown on the plans and specifications.

The project was advertised in two local area newspapers and nine building exchanges from June 23, 2007, through July 18, 2007. The bid opening took place on August 8, 2007. The bid specifications stipulated that all general contractors interested in bidding this project would be required to be in attendance at the mandatory job walk in order to be eligible to bid the project. The mandatory job walk is an opportunity for all contractors to walk through the project with City staff, ask questions regarding the scope of work, and review the existing site conditions. There were sixteen general contractors plan holders for this project and eleven general contractors attended the mandatory job walk.

Staff is recommending that Council award this contract with the split-face block building option in lieu of the steel framed building specified in the base bid. The split-face block will hold up better to the weather and vandalism. This will add \$11,207.50 to the base bid but will provide the City with a building that will require less maintenance.

APPROVED: _____
Blair King, City Manager

The City received the following bids for this project:

Bidder	Location	Bid	Bid + Split Face Option
Engineer's Estimate		\$266,000.00	\$345,998.75
Diede Construction	Woodbridge	\$336,786.58	\$347,994.08
SLS Constructors	Sacramento	\$340,000.00	\$450,000.00
River View Construction	Sacramento	\$341,026.80	\$362,092.80
McFadden Construction	Stockton	\$348,461.15	\$362,789.55
McCarty Construction	Lodi	\$358,881.56	\$368,494.64
TNT Industrial Contractors	Sacramento	\$384,439.54	\$413,581.54

FISCAL IMPACT: The source of funds are State Park Bonds approved by voters. 2000 Per Capita grant funds must be spent no later than June 2008. The projects selected for funding were prioritized by the Parks and Recreation Commission.

FUNDING: Funding in the amount of \$181,500 must be appropriated to account 1212804.1820: Beckman Park Restroom.

Funding in the amount of \$181,500 must be appropriated to account 1212803.1820: Henry Graves Park Restroom

The revenue source for these expenditures will be:

2000 Park Bond Act Prop 12 Per Capita Grant Allocation:	\$288,000.00
2002 Park Bond Act Prop 40 Per Capita Grant Allocation:	\$ 75,000.00

Kirk Evans, Budget Manager

Steve Dutra
Interim Parks and Recreation Director

Prepared by Steve Virrey, Park Project Coordinator

SD\SV:tl

cc: City Attorney
Susan Bjork, Finance Management Analyst
Wes Fujitani, Sr. Civil Engineer

RESOLUTION NO. 2007-_____

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING THE
CONTRACT FOR THE RESTROOM REPLACEMENT IMPROVEMENTS
AT HENRY GLAVES PARK, 2206 OXFORD WAY, AND BECKMAN
PARK, 1426 WEST CENTURY BOULEVARD, AND FURTHER
APPROPRIATE FUNDS

=====

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on August 8, 2007, at 11:00 a.m., for the restroom replacement improvements at Henry Graves Park, 2206 Oxford Way, and Beckman Park, 1426 West Century Boulevard, described in the specifications therefore approved by the City Council on June 6, 2007; and

WHEREAS, said bids have been compared, checked, and tabulated and a report thereof filed with the City Manager as follows:

Bidder	Location	Bid
Engineer's Estimate		\$345,998.75
Diede Construction	Woodbridge	\$347,994.08
SLS Constructors	Sacramento	\$450,000.00
River View Construction	Sacramento	\$362,092.80
McFadden Construction	Stockton	\$362,789.55
McCarty Construction	Lodi	\$368,494.64
TNT Industrial Contractors	Sacramento	\$413,581.54

WHEREAS, staff recommends award of the contract to Diede Construction, of Woodbridge, California, in the amount of \$347,994.08.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby awards the contract for the restroom replacement improvements at Henry Graves Park, 2206 Oxford Way, and Beckman Park, 1426 West Century Boulevard, to Diede Construction, of Woodbridge, California, in the amount of \$347,994.08; and

BE IT FURTHER RESOLVED that funds in the amount of \$363,000 be appropriated as follows:

2000 Park Bond Act Prop 12 Per Capita Grant Allocation:	\$288,000.00
2002 Park Bond Act Prop 40 Per Capita Grant Allocation:	\$ 75,000.00

Dated: September 5, 2007

=====

I hereby certify that Resolution No. 2007-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held September 5, 2007, by the following vote:

AYES: COUNCIL MEMBERS –
NOES: COUNCIL MEMBERS –
ABSENT: COUNCIL MEMBERS –
ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2007-_____



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Report on Contract Change Orders for White Slough Water Pollution Control Facility Phase 3 Improvements Project 2007

MEETING DATE: September 5, 2007

PREPARED BY: Public Works Director

RECOMMENDED ACTION: This item is for information only. No action is required.

BACKGROUND INFORMATION: In accordance with the Contract Change Order Policy, the City Council is being informed of change orders approved by the City Manager for this project. The original contract for this project was \$16,387,000. The total cost of change orders to date is \$373,879, which is 2% of the original contract. The project is approximately 36% complete. Detailed below is a description of the work involved in the change orders. Complete descriptions and backup information for these change orders are available in the Public Works Department.

Change Order No. 1 - This change order is a credit for using native soil as backfill at the chlorine contact tank demolition in lieu of the specified class II aggregate base. (\$15,000 CREDIT)

Change Order No. 2 - This change order is for the removal of sludge and surface water at the location of new Aeration Basins Nos. 5 and 6 and at the chlorine contact tanks prior to demolition. (\$33,866)

Change Order No. 3 - This change order is for the purchase of equipment and software furnished to the City required to manage this project at the on-site office trailer. (\$5,789)

Change Order No. 4 - This change order is for work associated with the installation of an 8-inch drain line under new Aeration Basins Nos. 5 and 6 due to the elevation of the existing 8-inch drain from Aeration Basin No. 4 being different than was shown in the original White Slough plans. (\$13,184)

Change Order No. 5 - This change order is for the cost of supplying and installing the new manhole on the domestic influent line related to the planned bypass work for the headworks improvements and pipeline repair work. (\$59,709)

Change Order No. 6 - This change order is a credit for changing a portion of Type "A" control wire conduits from coated metallic to PVC. (\$8,000 CREDIT)

Change Order No. 7 - This change order is for Supervisory Control and Data Acquisition (SCADA) design work. This work is required to integrate the new Phase 3 project elements with the existing plant system. Rather than select a separate firm to do this work, staff asked to have Myers Control perform this task. Myers Control is the subcontractor providing and installing the control equipment and comes highly recommended to perform the SCADA work. The change order includes a \$20,000 allowance for additional programming as may be required by the City. If these services are not required, then the amount will be lower. (\$81,000)

APPROVED: _____
Blair King, City Manager

Change Order No. 8 - This change order is for the design and construction of the outfall bypass structure for the domestic and industrial outfall lines. The structure will permit the City to bypass waste flows between the two lines as necessary to perform the domestic outfall repair, line the domestic outfall and allow for future bypass as may be needed. Constructing the permanent bypass and coordinating the separate items of work will save significant costs for performing temporary bypass work and will greatly facilitate future maintenance and repair work. The cost includes design at a significant cost and time savings over having a separate firm do the design. (\$153,331)

The total contract to date is \$16,710,879.

FISCAL IMPACT: None.

FUNDING AVAILABLE: There are sufficient funds budgeted in the original project appropriation to cover these eight change orders.

Kirk Evans, Budget Manager

Richard C. Prima, Jr.
Public Works Director

Prepared by Gary Wiman, Construction Project Manager

cc: Charles Swimley, Water Services Manager
Del Kerlin, Wastewater Treatment Superintendent



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt resolution authorizing the City Manager to approve three-year contract with ATT for T3 Internet service (\$33,048 per year) (ISD)

MEETING DATE: September 5, 2007

PREPARED BY: Deputy City Manager

RECOMMENDED ACTION: Adopt resolution authorizing the City Manager to approve three-year contract with ATT for T3 Internet services (\$33,048 per year).

BACKGROUND INFORMATION: Over the years the City has become widely dependent upon the Internet for routine communications and day-to-day business activities. The Internet is the electronic backbone for email, file transfers, document sharing, City-sponsored file-transfer-protocol (FTP) sites, research, and City Council Webcasts.

For the past 10 years the City has used a 1.5 megabit-per-second T1 Internet connection. A T1 line is a type of broadband telecommunications connection used especially to connect Internet service providers to the Internet's infrastructure. Most home Digital Subscriber Line (DSL) connections are "faster" than the City's T1 line. Speed is determined by bandwidth, or the capacity to transfer data over a connection. The greater the bandwidth, the more data that can be transmitted per second. The T1 lines carry about 1.5 megabits of data per second, while the related T3 lines carry over 40.

The City has outgrown its current infrastructure and the T1 line is inadequate for today's needs.

The size of the connection has not changed since the City got its wide area network. The City currently hosts almost 600 personal computers on its network, most of which have Internet access via the T1 connection. Traffic over the City's network has steadily increased, creating greater strain on the current Internet connection. Adding to the strain is the size of files being transferred. As file sizes increase, the more bandwidth is needed to accommodate the load. In addition, the City currently hosts its public website, www.lodi.gov. All traffic into this site comes over the T1 line, further impacting the connection. Virtually all digital activity going into or out of the City goes over the T1 line. Should the City elect to have its public site hosted, updates to the site would need to travel over the City's Internet connection.

Our current carrier, ATT, has reduced the price of their broadband T3 connections with bandwidths ranging from 5 to 100 megabits per second (Mbs). Staff is proposing upgrading the current T1 to a 10 Mbs T3 connection. This will result in an almost seven-fold increase in throughput. In addition to solving all of the current data contention issues, the upgrade will also prepare the City for future advancement of its technical infrastructure. One such technology is online meetings and training sessions.

The annual cost of a T3 line is \$33,048. Offsetting this charge will be \$8,220 in annual savings related to cancellation of the T1 line. The net difference is \$24,828 annually. Virtually all City departments concur with this proposal and have agreed to contribute \$3000 from their budgets to pay for it. If approved, the

APPROVED: _____
Blair King, City Manager

City of Lodi will join the county and other cities in San Joaquin County in upgrading their communications infrastructure in this way.

FISCAL IMPACT: This proposed upgrade has been budgeted for in the 2007/2008 Fiscal Budget.

BUDGET DISTRIBUTION:

Police -	101031.7313 - (\$3,000)
Fire -	102011.7335 - (\$3,000)
Public Works –	(125053, \$1,000; 103011, 170401, 180451, \$665 each)
EUD -	160603.7715 (\$3,000)
HSS -	108403.7202 (\$3,000)
Com Dev. -	340451.7313 (\$3,000)
Parks & Rec. -	107011.7717 (\$3,000)
Finance -	100505.8099 (\$3,000)

FUNDING: Budgeted item: 100242.7335 (Citywide Telephone Budget)

Kirk Evans, Budget Division Manager

Respectfully Submitted,

James R. Krueger
Deputy City Manager

Prepared by:
Steve Mann, Information Systems Manager



OPT-E-MAN[®] /CSME

Customer Responsibilities Document

OPT-E-MAN[®]/CSME Customer Responsibilities

1. The following information must be provided to your customer prior to service turn-up:
 - If Virtual Local Area Network (VLAN) ID's are required to achieve traffic segregation Ethernet Relay Service, (ERS) also referred to as service multiplexing, the local phone company **WILL ASSIGN** all VLAN IDs to customer traffic/connections.
 - If the customer will utilize Ethernet Wire Service (EWS) i.e. port based point-to-point only, no coordination is necessary as the local phone company will pass both tagged and untagged traffic across the point-to-point connection.
 - The local phone company **WILL NOT** assign an Internet Protocol (IP) address to the customer port. The link between customer and the local phone company is a trunk.
 - The local phone company **WILL NOT** enable Cisco Discovery Protocol (CDP) to/from the SBC port.
 - The local phone company **WILL NOT** enable UniDirectional Link Detection (UDLD).
 - The local phone company **WILL NOT** enable keep-alive.
 - The local phone company will also drop customer's Bridge Protocol Data Unit (BPDU) at User-Network Interface (UNI).
2. To insure maximum throughput efficiency, Traffic Shaping should be enabled on the Customers Provided Equipment (CPE).

When traffic policing is applied on the OPT-E-MAN[®] network, traffic shaping is required in order to ensure that packets are not dropped when entering the network.

If shaping is not turned on, SBC will randomly drop traffic if the customer exceeds the amount of Committed Information Rate (CIR) that is contracted per connection. Most routers on the market should support traffic shaping, which makes it easy to implement in its simplest form.

Shaping is supported in the standard Cisco IOS since it is a common IP software function.

OPT-E-MAN[®] can scale from 5 Mbps to 1 Gbps as long as the customer can shape their traffic - If customers are not able to shape their traffic, they should purchase service in the 10/100/1000 Mbps speed tiers to achieve maximum use of the bandwidth. **Failure to comply with this recommendation could result in reduced throughput and performance!**



OPT-E-MAN[®] /CSME

Customer Responsibilities Document

3. What CPE is required?

The customer CPE can be a switch, bridge or router. If a customer elects to connect to the OPT-E-MAN[®] or CSME network using a switch or bridge, then the customer must be made aware of the limitations on Media Access Control (MAC) addresses per port.

There are certain types of equipment that can't work with the 3550. The CPE that Cisco has identified are the Cisco 8550 and the Cisco 5550. The basic problem is that these switches will cause an intermittent 2-second flap.

Other vendor's equipment is unknown at this time.

MAC Address Limitations - OPT-E-MAN[®]

If the customer connects to the OPT-E-MAN[®] network using a bridge or switch for Layer 2 connectivity, there are limits related to number of available MAC addresses per port. For OPT-E-MAN[®] service, a total of 50 MAC addresses can be utilized per Layer 2 device, per port. Any additional MAC addresses will be assessed an additional charge, **with a limit of 100 MAC addresses total per port.**

MAC Address Limitations - CSME

If the customer connects to the CSME network using a bridge or switch for Layer 2 connectivity, there are limits related to number of available MAC addresses per port. For CSME service, a total of 150 MAC addresses can be utilized per Layer 2 device, per port. Any additional MAC addresses will be assessed an additional charge, **with a limit of 200 MAC addresses per port.**

4. OPT-E-MAN[®] Multicast and Broadcast traffic limitations

The following information should be shared with your customer regarding traffic controls that are placed on Basic Plus (multipoint-to-multipoint) OPT-E-MAN[®] network configurations

Broadcast Traffic - is used to refer to Ethernet frames that are forwarded to all nodes on the network using the broadcast Ethernet address.

Multicast Traffic - is used to refer to Ethernet frames that are forwarded, in a point to multipoint fashion, across the network to multiple recipients that belong to groups that are identified using any of the multicast Ethernet addresses defined by the Internet Assigned Numbers Authority (IANA) as Internet Multicast.

Reason for Controls - Continuous and unpredicted floods of broadcast and multicast traffic can use substantial network bandwidth to the point of overloading the network's capacity. For this reason, it is necessary to place the following limits on the traffic types noted above:

Broadcast traffic limitation = 200 packets per second per port

Multicast traffic limitation = 1 Mbps per port



OPT-E-MAN[®] /CSME Customer Responsibilities Document

5. The customer must provide the following prior to the SBC local phone company installing the Cisco 3550 NTE

The customer must provide a 110Volt 15 amp AC outlet, preferably dedicated to each 3550 installed on the premise. (Please see attached Customer OPT-E-MAN[®] Prep document for necessary Power, Grounding, Space, Conduit, and Environmental requirements.)

6. The customer must complete the following on the CPE prior to service turn-up.

- If the customer is connecting to a 3550 port that *will not* have multiple Ethernet Virtual Connection (EVC)'s assigned to a 10/100 Mbps connection, the local phone company will require customer to configure the interfacing data port with the following:
 - Speed set to 100 Mbps (No auto-negotiation)
 - Duplex set to Full (No auto-negotiation)
 - Traffic Shaping/Policing - limit output rate at or below the bandwidth usage purchased per connection
 - If utilizing multipoint-to-multipoint configuration, customer should enable controls for multicast and broadcast traffic within the customer network(s).
- If the customer is connecting to a 3550 port that *will* support multiple EVCs assigned to a 10/100 Mbps connection, the local phone company will require the customer to configure the interfacing data port with the following:
 - VLAN tagging - Customer traffic needs to be tagged with local phone company assigned VLAN(s) provided by the Ethernet Network Operations Center (ENOC)
 - Speed set to 100 Mbps (No auto-negotiation)
 - Duplex set to Full (No auto-negotiation)
 - Traffic Shaping/Policing - limit output rate at or below the bandwidth usage purchased per connection
 - If utilizing multipoint-to-multipoint configuration, customer should enable controls for multicast and broadcast traffic within the customer network(s).
- If the customer is connecting to a 3550 port that *will not* have multiple EVCs assigned to the 1 Gbps connection, the local phone company will require the customer to configure the interfacing data port with the following:
 - Speed set to no auto-negotiation
 - Duplex set to full
 - Traffic Shaping/Policing - limit output rate at or below the bandwidth usage purchased per connection
 - If utilizing multipoint-to-multipoint configuration, customer should enable controls for multicast and broadcast traffic within the customer network(s).
- If the customer is connecting to a 3550 port that *will* have multiple EVCs assigned to the 1 Gbps connection, the local phone company will require the customer to configure the interfacing data port with the following:



OPT-E-MAN[®] /CSME

Customer Responsibilities Document

- VLAN tagging - Customer traffic needs to be tagged with the local phone company assigned VLAN(s) provided by the ENOC
- Speed set to no auto-negotiation
- Traffic Shaping/Policing - limit output rate at or below the bandwidth usage purchased per connection
- If utilizing multipoint-to-multipoint configuration, customer should enable controls for multicast and broadcast traffic within the customer network(s).

7. Caveats for installation of service:

- Changes to Customer Requirements – should the customer change interface types, quantities, or locations this would invalidate the network design agreed upon between SBC and the customer. This could delay service turn-up as it may result in a change in the type of Network Termination Equipment (NTE) to which the customer will be connecting.
- Distance limitation – The customer may need to address signal regeneration beyond the demarcation. Demarcations will be implemented consistent with the regional MPOE and Demarcation rules. See the following table for signaling limits from the SBC NTE, which will be at some point behind the demarcation.

Circuit Speed	Cable type	Overall Limit
100 Mb	UTP electrical (CAT5e or better)	90 M
1000-SX	50u Multi-Mode Fiber	550M



OPT-E-MAN[®] /CSME

Customer Responsibilites Document

SBC Sales Representative:

Telephone Number: () _____

Date Reviewed with Customer: / / 200__ (Month/Day/Year)

Customer Site Contact Name: _____

Telephone Number: () _____

**SBC CUSTOMER REQUIREMENTS WORKSHEET AND
MEMORANDUM OF UNDERSTANDING FOR OPT-E-MAN® and CSME
INSTALLATION**

THE FOLLOWING LIST OF REQUIREMENTS MUST BE FULLY MET BEFORE THE
INSTALLATION PROCESS OF ANY SBC OPT-E-MAN EQUIPMENT WILL BEGIN.
**THESE REQUIREMENTS SHALL BE COMPLETE 30 DAYS PRIOR TO EQUIPMENT
PLACEMENT OR AS MUTUALLY AGREED DATE ON OR BEFORE _____**

- ☐ 1) **Space Requirement:** Cisco WS-3550-24-SMI or WS-3550-12G will be placed in an SBC or customer provided 19" or 23" bay or cabinet. **Customer provided racks/cabinets require approval and evaluation by SBC Common Systems staff. Requests should be sent to the respective Product Manager using the form entitled, "Application for Non-Standard Installation: Customer Provided Rack or Cabinet".**



Customer Provided
Rack

Requests to install mixed SBC services require approval and evaluation by SBC Common Systems staff. Requests should be sent to the respective Product Manager using the form entitled, "Application for Non-Standard Installation: Mixed SBC Network Services Equipment".



Mixed Services

OSHA requires a minimum of 36" to the front and rear of the bay/cabinet. The bay/cabinet has to be securely mounted and earthquake braced by bolting to the floor.

SPECIAL POLICY FOR MIXED DEPLOYMENT of GigaMAN/FibreMAN/DecaMAN and OPT-E-MAN®/CSME:

SBC supports the needs of our customers to maximize their floor / rack space. In cases where the customer requests to deploy equipment for the above services in the same rack, such requests shall be allowed (without Sales submitting the Mixed Services Request Form) with the following caveats:

Local engineer (with sales/customer concurrence) confirms

- Power supply for each device is adequate and not in conflict
 - Since the 3550-12 is AC powered, the cord must be physically separated from all signal cabling in the relay rack
 - Anticipated growth for each service will not exceed current equipment capacity, or if exceeded, will not trigger additional SBC / customer investment that would not have been necessary had we deployed the services separately
 - No power protection ("battery back-up) is required for this equipment now or in the future
- This policy is not applicable for installations involving a Nortel OM5200 at customer premises.**

- ☐ 2) **Power Requirements:** Cisco WS-3550-24-SMI or WS-3550-12G requires one dedicated fused/breaker, 15 amp, 110V AC outlet. Properly grounded, 3 prongs. This receptacle has to be located within 6' of the Cisco equipment.

- ☐ **3) Fiber Termination:** There are currently (2) options available for Fiber Termination
- #1) Rack mounted in an SBC or customer provided 19" or 23" aluminum or steel relay rack.
 - #2) Wall mounted on a customer provided 3/4"x 4'x 6' plywood backboard.



3550 WALL MOUNT
CUST PREP v1.p...

- ☐ **4) Demarcation Selection:** There are currently (2) options available for circuit demarcation. ("Hand-off Point")
- #1) Rack mounted in an SBC or customer provided 23" or 19" aluminum or steel relay rack.
 - #2) Wall mounted on a customer provided 3/4"x 4'x 6' plywood backboard.

- ☐ **5) Supporting Structure:** (must meet National Electric Code Standards) may be either a cable rack or a metallic EMT conduit.

- ☐ **6) Grounding Requirements:** Relay racks/cabinets must be grounded by placing an exposed #6 or larger grounding wire to the building's ground source. This ground wire will be attached to the closest ground rod (earth ground) or building bus bar available and run to the OPT-E-MAN® location in the room. In addition, the 110V, 15 amp AC outlet must be 3 prong and properly grounded.

- ☐ **7) Environment (OPT-E-Man location):** The customer shall provide a safe, secure, dust-free environment. This location should be free of any major EFI/RFI fields. The OPT-E-MAN® equipment cannot be closer than 3' from any primary source of power. If the equipment is being placed during a period of new or scheduled construction, the Fiber Engineer from SBC will determine if the location is suitable for installation after his initial site inspection. The engineer will determine at the time of the final inspection, prior to the actual placement of the equipment, if the room is ready for the installation to begin. If the room is not ready, the customer will be notified of the unsatisfactory items to correct.

- ☐ **8) Conduit/Path (property line to Minimum Point of Entry/MPOE):** All conduits on the building's property are "subscriber conduit" and are the responsibility of the property owner to maintain and repair. If the conduit is blocked when SBC tries to place new cable, all work will stop until the property owner makes the necessary repairs. The project will be on a "customer hold status" until the conduit is repaired and the engineer has been notified that the repairs are complete. SBC shall place inner duct/fiber liner within this section.

- ☐ **9) Conduit/Path (fiber termination to OPT-E-Man location):** SBC requires the OPT-E-MAN® to be placed in the MPOE. If there is no space in the MPOE, or if the customer requests that the switch be placed in their suite, the customer will assume the responsibility of providing the path from the MPOE to that location. The customer shall provide conduit (min. 2" EMT) and **hard plastic corrugated inner duct** with pull rope through which the fiber will be placed. The size of the conduit will be dependent on the future growth of the customer. Any more than 300' or 2 - 90 degree turns in the path will require a pull box (12"x12"x18" minimum).

- ☐ **10) General Requirement:** Provide the following information for the SBC Technicians:
- #1) Contact name and telephone number at building where install is scheduled.
 - #2) Any asbestos or hazardous materials present in work area.
 - #3) Any noise or time restrictions.

#4) Building access information such as parking, unloading zones, elevators and route to work area.

Environment

It is expected that the customer will provide a safe work environment and that all customer requirements have previously been met (SBC Engineers will provide building requirements.) If for some reason customer requirements can't be met, Siebel Systems would notify SBC so that they are able to reschedule resources. The installation of the equipment currently scheduled would need to be rescheduled.

Assumptions

Complete and correct service orders will be issued in a timely manner to allow downstream work groups adequate time to complete their work.

Room ready requirements will be complete by agreed date.

Customer will be prepared and have appropriate staff designated to test and accept service on due dates.



Customer
Responsibility

MAC Address Limitations for OPT-E-MAN®

If the customer connects to the OPT-E-MAN® network using a bridge or switch for Layer 2 connectivity, a total of 50 MAC addresses can be utilized per Layer 2 device, per port. Any additional MAC addresses will be assessed an additional charge, **with a limit of 100 MAC addresses total per port.**

MAC Address Limitations for CSME

If the customer connects to the CSME network using a bridge or switch for Layer 2 connectivity, a total of 150 MAC addresses can be utilized per Layer 2 device, per port. Any additional MAC addresses will be assessed an additional charge, **with a limit of 200 MAC addresses total per port.**

The engineer and the customer will agree to a date for the expected completion of any required customer-site preparation work. **The customer understands that any delays in completing their room ready or providing a path will result in delays in SBC's ability to fulfill their service request.**

The undersigned customer or representative understands and agrees to provide all the above listed requirements for SBC prior to the installation process.

Customer /Representative _____ Date _____

SBC Engineer _____ Date _____

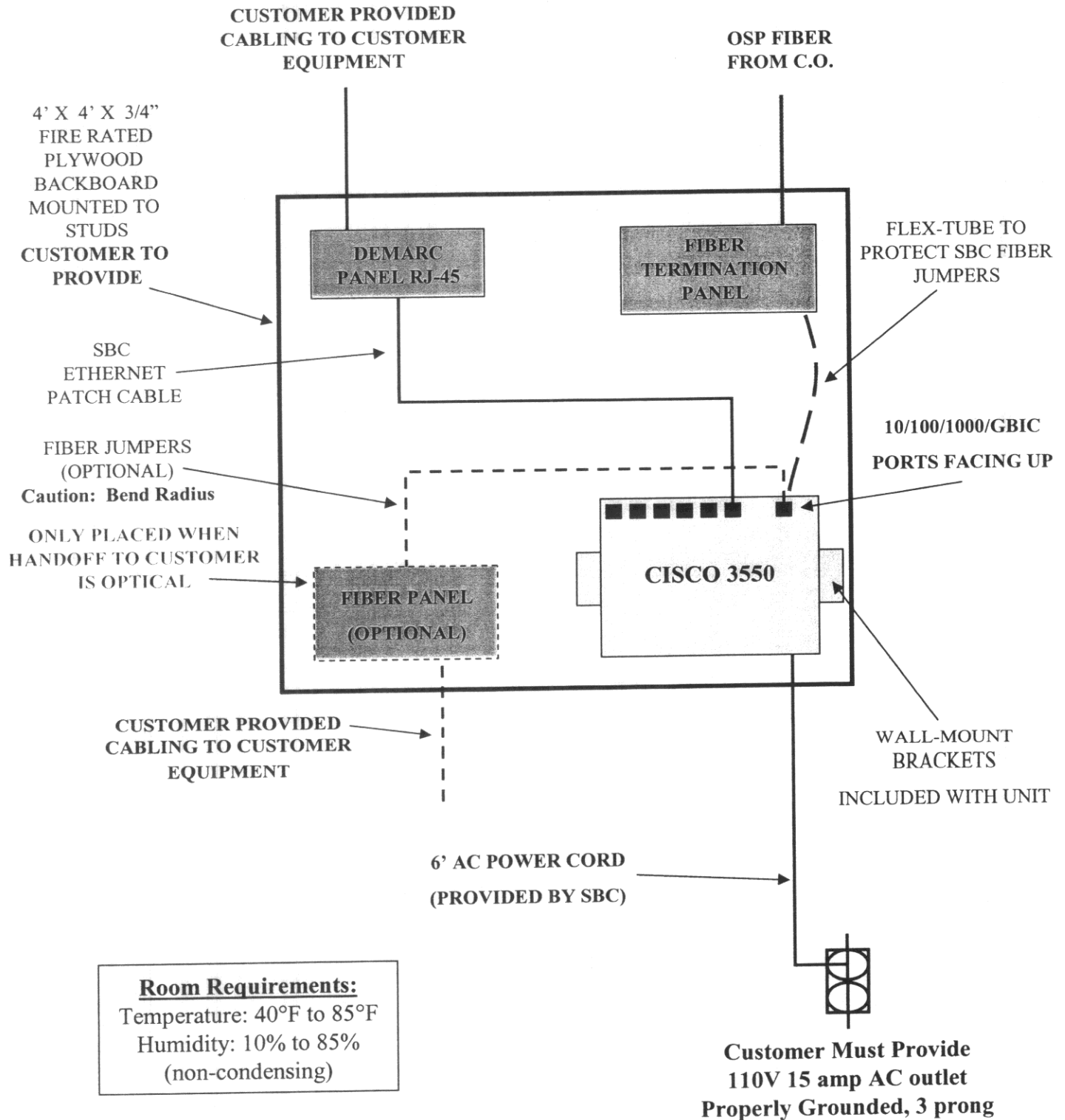
(Signed and Dated by Engineer after room has passed all final inspections/requirements)



Customer Site Preparation Document

Wall-Mounted Cisco 3550

OPT-E-MAN and CSME



Master Agreement

This Master Agreement (the "Agreement") is between SBC Global Services, Inc. dba AT&T Global Services, a Delaware corporation with offices at One AT&T Plaza, Dallas, Texas 75202, on behalf of itself and those Affiliates identified in those Addenda, Attachments, Orders, and/or SOWs that may be entered into from time to time and incorporated by reference into this Agreement (individually and collectively, "AT&T") and CITY OF LODI ("Customer"), a California government agency, with offices at 221 West Pine Street, Lodi, CA 95240, is effective on the date of last execution ("Effective Date"). AT&T and Customer are sometimes referred to herein collectively as the "Parties" or individually as a "Party."

References to "Agreement" refer to this Agreement, any applicable tariff or guidebook, and the documents listed in the Addendum and Attachment List, including any Statement of Work ("SOW"). New or revised Addenda, Attachments, Orders, and/or Statements of Work must be signed by Customer and AT&T Affiliate. The following order of precedence applies to the documents comprising an Agreement: (1) any applicable guidebook and tariff(s), (2) Addenda (and related SOWs and Attachments), (3) this Agreement, and (4) Orders.

Notices from a Party concerning this Agreement must be written and delivered to the other Party at the address(es) below (i) in person, (ii) by certified mail, return receipt requested, (iii) by traceable overnight delivery, or (iv) by facsimile, electronically confirmed and followed immediately by U.S. Mail. Notice will be effective upon delivery.

To Customer: CITY OF LODI
221 West Pine Street, Lodi, CA 95240 (for messenger service deliveries)
P. O. Box 3006, Lodi, CA 95241-1910 (for US Postal Service mail only)
Fax: 209-333-6807
Attention: Telecommunications Contract Manager

To AT&T: AT&T Sales Team – Contract Notice
44 W Yokuts Avenue, Floor 1
Stockton, CA 95207
Fax: 209-474-4325
Attention: AT&T Account Team for CITY OF LODI

SO AGREED by the Parties' respective authorized signatories:

CITY OF LODI	AT&T GLOBAL SERVICES
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Approved as to form



City Attorney

This Agreement is for use by authorized employees of the parties hereto only and is not for general distribution within or outside their companies.

Master Agreement Terms and Conditions

1. DEFINITIONS

- 1.1 "Affiliate" means an entity that controls, is controlled by, or is under common control with a Party.
- 1.2 "Confidential Information" means ideas, know-how, trade secrets, computer programs, technical information, and other confidential information which is disclosed by a disclosing Party to a receiving Party under this Agreement. The terms of this Agreement shall be deemed Confidential Information by the Parties.
- 1.3 "Cutover" occurs (except as otherwise described herein or in an Addendum/Attachment/SOW) (a) for a Service when the Service is first provisioned or otherwise available for Customer's use at any single Site; and/or (b) for Equipment when the Equipment is delivered to the carrier for shipment, or if installation by AT&T is provided as part of the Services, then upon AT&T's installation of the Equipment.
- 1.4 "Equipment" means equipment that AT&T sells or leases to Customer under this Agreement.
- 1.5 "Software" means computer programs and related object code licensed by AT&T to Customer, including any software licensed with or separately from Equipment.
- 1.6 "Normal Business Hours" means Monday through Friday, 8:00 a.m. to 5:00 p.m. (local time), excluding AT&T recognized holidays.
- 1.7 "Order" means any purchase order for Equipment or Services that references this Agreement (or an Addendum).
- 1.8 "Service(s)" means any or all services provided by AT&T, as further described in this Agreement or an Addendum.
- 1.9 "Site(s)" means Customer locations where AT&T is to perform Services.

2. SERVICE-SPECIFIC TERMS AND CONDITIONS

- 2.1 Limitation on Service; Applicability of Tariffs. Service is offered subject to the availability and operational limitations of the necessary systems, facilities, and equipment. Except as otherwise specified in an Addendum, regulated Services (e.g., local or long distance telephone service) are subject to applicable tariffs and/or guidebooks (generally available at www.sbc.com or from an AT&T sales representative). Customer and any Customer end-user use of Service shall at all times comply with applicable laws, regulations and any AT&T written or electronic instructions for use.
- 2.2 Payment and Billing. Customer will pay AT&T (i) the monthly fees and nonrecurring charges set forth in the applicable Addendum (or, in the case of regulated services, at the charges set forth in the applicable tariff and/or guidebook), and (ii) applicable taxes, surcharges, and recovery fees (including universal service fees), and customs and duties. Except as otherwise provided in the applicable Addendum, (i) billing commences on Cutover; (ii) payment is due within 30 days after the date of invoice; and (iii) payment is subject to AT&T's credit requirements and AT&T may require a security deposit to ensure prompt payment. Customer will advise AT&T of any billing dispute within 30 days after receipt of invoice or the invoice shall be deemed correct. In addition to recovering attorneys' fees and costs of collection, AT&T may assess a late payment fee equal to (i) the lesser of 1.5% per month or the maximum amount allowed by law for Equipment or non-regulated Services, and (ii) as prescribed by the applicable tariff or guidebook for regulated Services. If Customer pays electronically, Customer agrees to pay using Automated Clearing House (ACH) which shall include remittance information.

3. GENERAL TERMS AND CONDITIONS

- 3.1 Term and Termination. This Agreement will start on the Effective Date and remain in effect until terminated by either Party as provided herein (the "Term"). Each Addendum is coterminous with this Agreement, unless the Addendum specifies a different term. Upon expiration of the term specified, each Addendum shall remain in effect on a month-to-month basis at AT&T's then current monthly pricing. Customer, and AT&T (in the case of Services that are no longer under a term commitment), may terminate this Agreement or an Addendum without cause and for convenience upon 30 days' prior written notice. If Customer terminates an Addendum with a specified term or term commitment, Customer shall pay the termination liability (i) specified in the Addendum; or (ii) if no termination liability is specified, an amount equal to (a) 50% of the remaining monthly recurring charges due under the Addendum; and (b) any charges imposed on AT&T by any third party as a result of Customer's early termination. Customer may cancel an Order for Equipment prior to Cutover, subject to payment of any non-recoverable restocking fees or costs incurred by AT&T. Customer may not cancel an Order for Equipment after Cutover.
- 3.2 Termination for Breach. This Agreement (or applicable Addendum) may be terminated immediately by either Party or AT&T may suspend performance hereunder or thereunder, upon written notice to the other Party if the other Party (i) is in material breach (including but not limited to failure to make timely undisputed payments) and such failure or breach is not remedied within 30 days after the terminating Party provides written notice to the breaching Party specifically describing such breach; (ii) ceases to carry on business as a going concern, becomes the object of voluntary or involuntary bankruptcy or liquidation, or a receiver is appointed with respect to a substantial part of its assets; (iii)

CONFIDENTIAL INFORMATION

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Master Agreement Terms and Conditions

engages in fraud, criminal conduct, or willful misconduct; or (iv) breaches the confidentiality obligations under this Agreement.

- 3.3 **Force Majeure.** Except in the case of payment of amounts due, neither Party will be liable to the other Party for any failure of performance due to any cause beyond that Party's reasonable control, including acts of God, fire, explosion, vandalism, terrorism, cable cut, storm, or other similar occurrence, any law, order, regulation, direction, action, or request by any government, civil, or military authority, national emergencies, insurrections, riots, wars, labor difficulties, supplier failures, shortages, breaches, or delays, or preemption of existing Service to restore Service in compliance with the regulatory rules and regulations, or, in the case of AT&T, delays caused by Customer or Customer's service or equipment vendors.
- 3.4 **Assignment.** Neither this Agreement (including any Addendum) nor any interest therein may be assigned, sublet, or in any manner transferred by Customer without the prior written consent of AT&T. Any attempted assignment or transfer in contravention of the preceding sentence will be void. AT&T may assign or subcontract any portion of the Services to be performed without Customer's prior written approval.
- 3.5 **Use of Confidential Information.** During the Term, each Party may obtain Confidential Information from the other Party. Written or other tangible Confidential Information must at the time of disclosure be identified and labeled as Confidential Information belonging to the disclosing Party. When disclosed orally or visually, Confidential Information must be identified as confidential at the time of the disclosure, with subsequent confirmation in writing within 15 days after disclosure. Neither Party may during the Term and for 3 years thereafter disclose any of the other Party's Confidential Information to any third party. Neither Party may use the other Party's Confidential Information except to perform its duties under this Agreement. The Confidential Information restrictions will not apply to Confidential Information that is (i) already known to the receiving Party, (ii) becomes publicly available through no wrongful act of the receiving Party, (iii) independently developed by the receiving Party without benefit of the disclosing Party's Confidential Information, or (iv) disclosed by the disclosing Party to a third party without an obligation of confidentiality. Upon termination of this Agreement or an applicable Addendum, each Party will return the other Party's Confidential Information.
- 3.6 **Customer Information; Access and Safe Working Environment.** AT&T may rely on any information provided by Customer and assumes no liability for any damages or costs that result from errors or omissions in such information. Customer shall provide AT&T with timely access to Customer information, facilities or equipment as AT&T reasonably requires to provide the Services and keep AT&T informed on developments in Customer's business or operations that may impact Service. AT&T may share Customer information and Confidential Information (including billing and usage information for Services purchased) with AT&T Affiliates and inform Customer of other AT&T product/service offerings. Customer shall maintain the Site in a suitable and safe working environment, free of Hazardous Materials. Customer represents and warrants that the area of the Site where AT&T performs Services is free of Hazardous Materials. AT&T does not handle, remove or dispose of, nor does AT&T accept any liability for, any Hazardous Materials at the Site. Customer shall pay AT&T for any damages, costs, fines or penalties AT&T incurs as result of the presence or release of such Hazardous Materials. If AT&T encounters any such Hazardous Materials, AT&T may terminate this Agreement or suspend performance until Customer removes and cleans up at its expense Hazardous Materials in accordance with this Agreement and applicable law. For purposes hereof, "Hazardous Materials" means any substance whose use, transport, storage, handling, disposal, or release is regulated to any law related to pollution, protection of air, water, or soil, or health and safety.
- 3.7 **Publicity.** During the Term, AT&T may refer to Customer, orally and in writing, as a customer of AT&T and may publish a press release announcing in general terms that AT&T and Customer have entered into this Agreement and AT&T may in general terms describe the activities contemplated hereunder. Any other reference to one Party by the other Party requires written consent of the first Party.
- 3.8 **Limitation of Liability.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES RELATED TO LOST PROFITS, TOLL FRAUD, LOSS OF USE, AND LOSS OF DATA, OR FAILURE TO REALIZE SAVINGS OR BENEFITS) ARISING UNDER THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS. EXCEPT AS OTHERWISE PROVIDED IN ANY APPLICABLE TARIFF OR GUIDEBOOK, THE TOTAL AGGREGATE LIABILITY OF AT&T, ITS SUPPLIERS, LICENSORS, AFFILIATES, DIRECTORS, OFFICERS, AND/OR EMPLOYEES UNDER OR IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED AMOUNTS ACTUALLY PAID BY CUSTOMER DURING THE 3-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE CIRCUMSTANCES GIVING RISE TO THE FIRST CLAIM FOR DAMAGES UNDER THIS AGREEMENT.

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Master Agreement Terms and Conditions

- 3.9 Warranties; Disclaimer of Other Warranties. With respect to maintenance or professional Services, AT&T warrants that the Services will be performed in a professional and workmanlike manner. AT&T further warrants that it has good title to the Equipment and that the Equipment will perform in accordance with the manufacturer's published specifications during the warranty period set forth by such manufacturer and AT&T will use commercially reasonable efforts to subrogate any AT&T claims or rights against the Equipment manufacturer to Customer. AT&T makes no warranties and assumes no liability for any defects or nonconformities caused by non-AT&T approved modifications or alterations; misuse, accident or neglect; or Customer failure to comply with AT&T or AT&T vendor specifications or requirements for use. These warranties do not cover and AT&T has no responsibility for (a) installation, maintenance or operation of non-AT&T provided equipment or software or impairment caused by such equipment/software; (b) compatibility of such equipment/software with AT&T-provided Equipment or Software; or (c) modifications, alternations or repairs to Equipment or Software by persons other than AT&T or its authorized agents. EXCEPT FOR THE FOREGOING, OR AS EXPRESSLY SET FORTH IN AN ADDENDUM, AT&T MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES RELATED TO THE MATERIALS, SERVICE, EQUIPMENT OR SOFTWARE, ALL OF WHICH ARE PROVIDED "AS IS" TO THE FULL EXTENT PERMITTED BY LAW.
- 3.10 Indemnities. Customer will indemnify and defend AT&T, its directors, officers, employees, agents and their successors ("Agents") from and against any and all third party claims and related loss, liability, damage and expense, including attorneys' fees, (collectively "Damages") arising from improper use of Services or information or any content or data transmitted over any AT&T network or facilities.
- 3.11 Equipment. To the extent that Customer purchases Equipment under an Addendum/Attachment/SOW, the following additional terms apply: AT&T will deliver the Equipment FOB shipping point, freight prepaid and charged. Title to the Equipment and all risk of loss to the Equipment shall pass to Customer at Cutover. Upon Cutover, AT&T hereby grants to Customer a personal, nontransferable, non-exclusive license to use the Software on or with the corresponding Equipment and AT&T (or its licensors) shall retain and continue to own all right, title and interest in any Software and all copies. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities, and all other items reasonably required to perform installation and other Services related to the Equipment and obtain any necessary licenses, permits and consents to do so. Customer has 30 days after Cutover to test the Equipment and provide AT&T with written notice if the Equipment is defective and does not conform to manufacturer's specifications. AT&T will repair or replace (at its option and expense) any such non-conformity and if the Equipment fails to conform after a reasonable number of attempts to do so, AT&T will (at its option and expense) provide replacement Equipment or refund payments for non-conforming Equipment. AT&T is not responsible for and shall have no liability for, or any impairment caused by (a) any non-conformity caused by improper use or environmental or electrical conditions or attachment of non-AT&T or manufacturer materials or devices; or (b) installation, operation or maintenance of non-AT&T hardware/software. Customer is responsible for ensuring that such non-AT&T hardware/software is compatible with the Services, Equipment or Software. If Customer does not deliver a written certificate of acceptance or written notice of non-conformity within 30 days after Cutover, the Equipment shall be deemed accepted.
- 3.12 Miscellaneous. This Agreement sets forth the entire understanding of the Parties and supersedes any and all prior agreements, representations, and understandings relating to the subject matter hereof. No modifications or subsequent agreements concerning the subject matter of this Agreement will be effective unless made in writing and signed by the Parties. The parties agree that this transaction may be conducted by electronic means. AT&T shall not be bound by any electronic or pre-printed terms additional to, or different from, those in this Agreement that may appear in Customer's form documents, orders, acknowledgments or other communications. Customer shall not resell any Services without AT&T's written consent. Any legal action arising under this Agreement must commence within 2 years after the cause of action arises. AT&T, its employees, agents, and representatives are not employees, servants, partners, or joint venturers of or with Customer. AT&T is an independent contractor and will at all times direct, control, and supervise all of its employees. This Agreement will be governed by the laws of California, without regard to its conflicts of law rules. The Parties specifically disclaim the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act. If any provision of this Agreement is determined to be invalid or unenforceable, this Agreement will be construed as if it did not contain such provision. The failure of a Party to insist upon strict performance of any provision of this Agreement in any one or more instances will not be construed as a waiver or relinquishment of such provision and the same will remain in full force and effect.

CONFIDENTIAL INFORMATION

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Addendum and Attachment List

This Addendum and Attachment List to the Master Agreement (the "List") between AT&T and Customer, current as of the Effective Date, is incorporated into the Agreement by this reference. All Addenda and Attachments shall be attached to the Agreement.

ADDENDUM #1	AT&T OPT-E-MAN FCC SPECIAL ACCESS TARIFF - Addendum to Master Agreement
ADDENDUM #2	AGREEMENT FOR AT&T PremierSERVSM DEDICATED INTERNET ACCESS (DIA)
ADDENDUM #3	AT&T PremierSERVSM DEDICATED INTERNET ACCESS SERVICE - Terms and Conditions

This List may be amended from time to time in writing and signed by the Parties.

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AT&T OPT-E-MAN®
FCC Special Access Tariff
Addendum to Master Agreement

This Addendum to the Master Agreement entered into between the parties on August ____, 2007 ("Addendum") serves as a confirmation of Customer's agreement to purchase OPT-E-MAN® Service ("Service") offered by SBC Global Services, Inc. dba AT&T Global Services on behalf of its local phone company ("AT&T") at the rates and quantities and according to the terms and conditions set forth herein and in the applicable FCC Special Access Tariff. OPT-E-MAN provides Customer with a fiber-based service that transparently interconnects multiple Customer local area networks (LANs) within the same LATA. OPT-E-MAN will support nearly any data transport configuration – Point-to-Point, Point-to-Multipoint, Multipoint-to-Multipoint – using physical and virtual connections to meet specific business needs. Connections to the network range from 5 Mbps - 1 Gbps. The handoff to Customer will be a 10/100 Mbps or 1 Gbps Ethernet interface. If Customer connects to the OPT-E-MAN network using a bridge or switch for Layer 2 connectivity, only 50 Media Access Control (MAC) addresses can be used per Layer 2 device, per port. Any additional MAC addresses will be assigned additional charges, with a limit of 100 MAC addresses total per port as set forth in the applicable tariff.

1. Rates: Monthly charges for the Service Connection and the Bandwidth Usage Rate are based on the rates in effect at the time the Service is installed and accepted by Customer. During the Service term, rate decreases, as applicable, will automatically be applied to the Monthly Charges for the Connection and Bandwidth Usage Rate and any applicable EVCs. Rates will not increase above the Monthly Charges in this Addendum. Monthly charges for the Connections, Bandwidth Usage Rate and applicable EVCs may change if a Service location is moved.

2. Term and Expiration: The Service term for the Connection and the Bandwidth Usage Rate is the term selected by Customer on page 2, Term Payment Plan ("TPP"). Upon expiration of the Service term, Customer may continue Service at the then-current monthly extension rate, renew at the then-current Monthly Rates for the selected Service term, or terminate the Service term and disconnect the Service.

3. Term Plan Renewal or Change: Prior to completion of the selected term, Customer may renew or change to a different term plan without incurring early termination charges, provided the new term plan is for an equal or greater number of connections than the number ordered herein and is greater in length than the months remaining on the Service term plan ordered herein. Monthly Rates for the new term will be based on rates in effect at the time the new plan is installed.

4. Service Upgrade: Customer may upgrade Service to a higher Connection speed and Bandwidth Usage Rate without incurring early termination charges provided that the upgraded Service is under a term plan that is equal or greater in length than the number of months remaining in the term plan ordered herein and is installed between the locations herein. Non-recurring charges will apply to the upgraded Service.

5. Moves: During the Service term, Customer may move one connection to another location in the same LATA and keep the term plan in force, provided no lapse in service occurs. Moves to a different Serving Wire Center, however, may result in a change in the monthly rates. Non-recurring Charges, as appropriate, are applicable. The non-recurring charge that is currently in effect for the applicable TPP will apply. If Customer moves multiple connections concurrently, Customer will be liable for an early termination charge.

6. Early Termination: In the event Customer terminates the Service in whole or in part prior to the expiration of the term plan (except as otherwise permitted in this Addendum), Customer will be liable for an early termination charge for the Connections, Bandwidth Usage Rate and applicable EVCs. The non-recurring charge that is currently in effect for the applicable TPP will apply. In addition to any unpaid Special Construction or nonrecurring charges (excluding any waived charges), Termination Charges will be equal to fifty percent (50%) of all recurring charges for the remaining months of Customer's term.

7. Jurisdiction: Customer acknowledges and certifies that interstate traffic (including Internet traffic) constitutes **more than ten percent (10%)** of the total traffic on the circuit(s).

8. Site preparation: Customer shall initial here to confirm receipt of the AT&T Customer building / site preparation document which describes the physical conditions of Customer premises that must be made available before Service can be installed. Customer site preparation is a major factor impacting service implementation dates.

Customer Initials: _____

SO AGREED by the parties' respective authorized signatories:

CITY OF LODI

Authorized Customer Signature

Print Name

Title

Date

221 W. Pine Street, P. O. Box 3006

AT&T GLOBAL SERVICES

Authorized AT&T Signature

Print Name

Title

Date

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**AT&T OPT-E-MAN®
FCC Special Access Tariff
Addendum to Master Agreement**

Billing Address

Lodi, California 95241-1910

City, State, and Zip

Existing Billing Account Number (if applicable)

NOTE: The Parties' signatures on this Addendum are not necessary when this Addendum is incorporated by reference in the Master Agreement on the Master Agreement's Effective Date. This Addendum must always be associated with a Master Agreement and may not be executed as a standalone agreement.

Order Type: ☒ New Install ☐ Renewal ☐ Change **Term Payment Plan: 36 months**
Service: ☐ Basic Service ☒ Basic Plus Service
Number of Connections: 1 Grade of Service: ☐ Bronze ☒ Silver
Number of Locations: 1 (Bandwidth per connection is listed in Exhibit 1)
Number of Repeaters: Total Number of EVCs: 1 (Number of EVCs per connection is listed in Exhibit 1)
Requested Cutover Date: 11/1/2007
Monthly Charge for Connections \$550.00
Monthly Charge for Repeaters \$0.00
Bandwidth Usage and EVC Charges per month \$1190.00
TOTAL CHARGES PER MONTH \$ 1740.00
Non-Recurring Service Charges \$0.00

SERVICE CONFIGURATION IS ATTACHED AS EXHIBIT 1

This section for internal use only

Branch Office: _____ AT&T Business Solutions Center Location: _____
Sales Contact: _____
Phone: _____ Promotion Code: _____
Fax: _____
Sales Code: _____

Contract must be returned by salesperson to Contract Management:

2600 Camino Ramon, 2S303, San Ramon, CA 94583

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EXHIBIT 1

OPT-E-MAN® SERVICE CONFIGURATION

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**Addendum to Master Agreement for
AT&T PremierSERVSM Dedicated Internet Access (DIA)**

Addendum No. #2

This Addendum ("Addendum") is an Attachment to the Master Agreement entered into by AT&T Global Services, on behalf of AT&T Internet Services referred to herein as "AT&T" and City of Lodi ("Customer"), and is effective on the date of last execution. Execution of this Addendum is conditioned on AT&T's approval of Customer's credit. AT&T reserves the right to reject this Addendum or require a deposit based on Customer's credit.

Installation Site: City of Lodi
215 W Elm Street
Lodi, CA 95241

Valid only for existing Customers adding circuits or sites/upgrading/downgrading/renewing current DIA Service. Any other use is prohibited.

Basic - Port		Quantity	Monthly Charge	Installation Charge
Contract Term: 36 Months				
Basic - Port EDIA OPT-E-MAN {*10.0 Mbps}		1	947	
Domain Name Service				
Business Email (300Mb Complimentary)				

Payment for Services	
Total Initial Charges Due	\$0.00
Total Monthly Charges Due	\$947.00

Estimated Service Activation Date: 12-16 Weeks from Contract Signature Date

Service Demarc to customer is : SBCIS Servicing Wire Center for CA-STOCKTON (738) Internet POP

Price Quote(s) contained on this page are valid until 09/28/2007

AT&T Address (for Notice Purposes): AT&T Internet Services, P.O. Box 941127, Plano, TX 75094-1127

Customer Support Telephone Number: 1-866-937-3664

Governing Law State: California

The AT&T PremierSERVSM Dedicated Internet Access Service Terms and Conditions (Version 4.3) are available online at http://dedicated.sbcis.sbc.com/NDWS/sbc_policy/terms.jsp, and are incorporated herein by reference.

CUSTOMER

(Signature) _____

Name: _____

Title: _____

Date: _____

**AT&T GLOBAL SERVICES on behalf of
AT&T INTERNET SERVICES**

(Signature) _____

Name: _____

Title: _____

Date: _____

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for general distribution within or outside their companies.*

MSOT Id: 72184-97047
ECATS No.: null

Addendum_AT&TIS_PremierServ_DIA_4.3

Updated 08/15/06

Approved as to form


City Attorney

AT&T PremierSERVSM DEDICATED INTERNET ACCESS SERVICE

TERMS AND CONDITIONS

for Addendum agreements

1. DEFINITIONS

- A) "COE" shall mean Customer owned or provided equipment.
- B) "Federal Universal Service Pass-Through Fee ("FUSPF")" shall mean a pass-through of the Federal Universal Service Fees ("FUSF") associated with the telecommunications services underlying the Service, based on current FUSF rates. The FUSPF may be modified from time to time to reflect changes in the FUSF.
- C) "AT&T" shall mean either SBC Internet Services, Inc. dba AT&T Internet Services or SBC Long Distance, LLC, as identified and set forth on the first page of this Agreement.
- D) "Service" shall mean the service(s) as identified and set forth on the first page of this Addendum. AT&T reserves the right at any time during the Term of this Addendum to modify the Service and/or to migrate Customer to AT&T's Managed Internet Service or other comparable service AT&T may have at that time ("AT&T MIS").
- E) "Service Activation Date" or "Cutover Date" shall mean the date Customer has connectivity over the transport network to AT&T's Internet Access Network. In the case of connectivity via ISDN, Frame Relay or ATM, connectivity shall have occurred when a physical connection has been installed and a permanent virtual circuit (PVC) has been established to permit routing of traffic from Customer's equipment to AT&T's Internet access network. The Service Activation Date shall not be dependent on correct configuration of Customer's computer equipment, applications (e.g., Domain Name Service, Electronic Mail Service), Local Area Network ("LAN") or Wide Area Network ("WAN").

2. TERM

- A) The Term of this Addendum and the Service provided hereunder will commence on the Service Activation Date and will continue for the Term specified on the first page of this Addendum. The Term of the Service shall automatically renew on a month-to-month basis on the terms and conditions set forth herein, unless either party delivers to the other party thirty (30) days advance written notice of termination. Upon renewal under this provision, the price to Customer will be as stated in AT&T's standard price list in effect at the time of renewal for month-to-month Service.
- B) If during the Term of this Addendum, AT&T chooses to migrate the Customer to AT&T MIS, AT&T will provide the Customer with a prior written (via e-mail) notice to that effect. The terms and conditions specified in this Agreement shall continue unchanged.

3. TERMINATION

- A) Prior to the date upon which AT&T installs transport to provide Service, (i) Customer may cancel this Addendum by providing ten (10) days prior written notice on Customer's company letterhead to AT&T and (ii) AT&T may cancel this Addendum based on Customer's non-responsiveness or non-readiness to have AT&T provision/fulfill the requested Service within ninety (90) days after Customer orders the Service. In either event, Customer shall pay AT&T as liquidated damages, not as a penalty, a cancellation charge equal to two (2) months of the Service charges.
- B) After the date upon which AT&T installs transport to provide Service, in the event Customer terminates this Addendum without cause or AT&T terminates this Addendum based on Customer's non-responsiveness or non-readiness as set forth above, Customer will be liable to AT&T as liquidated damages, not as a penalty, for any installation charges waived or unpaid, any other unpaid charges due and owing, plus fifty percent (50%) of the Monthly Charges for the remaining Term of the Service from the date of termination.

4. BILLING AND PAYMENT

- A) Taxes and then current FUSPF associated with Customer's use of the Services will be added, if applicable, to monthly charges specified herein.
- B) For all charges, including installation charges and taxes, if applicable, AT&T will bill Customer through Customer's monthly bill from the AT&T Affiliate providing Customer's local telephone service. For circumstances where Customer is outside AT&T local telephone service territory or where deemed necessary, at AT&T's sole discretion, Customer may receive an invoice directly from AT&T for all charges. Monthly recurring charges will be billed in advance and usage charges will be billed in arrears. Partial months of Service will be prorated. Payments will be applied first to the oldest charges on the bill, without regard to any notation Customer may make on its check. Monthly Charges shall commence on the date that AT&T makes Internet connectivity available to Customer. If Customer delays Internet connectivity for more than ten (10) business days after the date that the transport is installed, AT&T will begin billing Customer for the Service on the eleventh (11th) business day following the installation of the transport.

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AT&T PremierSERVSM DEDICATED INTERNET ACCESS SERVICE

TERMS AND CONDITIONS for Addendum agreements

5. DOMAIN NAME REGISTRATION

- A) Customer is responsible for choosing a domain name and submitting an application to AT&T. AT&T makes no warranty or representation that the requested domain name will be available for registration. Customer will retain ownership of the registered domain name(s).

6. CUSTOMER OWNED EQUIPMENT

- A) Unless specified in this Addendum, Customer is solely responsible for provisioning, installing, configuration and maintenance of all COE hardware and software, including without limitation TCP/IP routers, CSU/DSU line interface units, primary domain name servers, electronic mail servers, netnews servers and firewall or proxy servers. AT&T shall not be responsible for delays in the provision of Service resulting from incompatibility of such COE, or resulting from improper provisioning, configuration or maintenance of such COE. AT&T may provide configuration files for certain routers, at its sole discretion, and only as a convenience to Customer. The connection of COE and wire will at all times comply with the terms, conditions, limitations and responsibilities normally applicable to the connection of customer premise equipment to the telephone network, including those now or hereafter established in the Federal Communication Commission's Part 68 Rules and Regulations.
- B) AT&T may make changes in its Services, equipment, operations or procedures, including those related to the Service, where such action is not inconsistent with the proper operation of the Service provided under this Addendum. If any such change can be reasonably expected to render any of Customer's COE incompatible or otherwise materially affect its use or performance, Customer will be provided written notice at least three (3) months in advance of the change. If Customer determines that the cost of replacing or modifying its equipment or system in order to reestablish compatibility and maintain uninterrupted Service is unreasonable, Customer may terminate this Addendum without penalty or liquidated damages (e.g., cancellation or termination charges).
- C) Customer will provide the proper environment, electrical and telecommunication connections for the Services and router, if applicable, as specified by AT&T and/or the Router manufacturer. No combination of COE will: require change in or alteration of the equipment or Service of AT&T; cause electrical hazards to AT&T's personnel or damage to AT&T's equipment; cause the malfunction of AT&T's billing equipment; or cause degradation of Service to persons other than the user of the subject terminal equipment or communications system. Upon notice from AT&T that Customer's COE is causing such hazard, damage, malfunction or degradation of Service, Customer will promptly make such changes as will be necessary to remove such hazard, damage, malfunction or degradation of Service.

7. AT&T RESPONSIBILITIES

- A) Router installation and maintenance. If specified on the first page of this Agreement, AT&T will:
- 1) Provide, install and maintain a fully configured, staged, and tested router, configured with the IP software suite and LAN interface (the "Router"). Title to the Router shall pass to Customer upon AT&T's completion of the installation of the Router. AT&T will terminate the Service in the Router's LAN interface, which will be the Service point of demarcation. Customer is responsible for interfacing its equipment/LAN with the Router. If Customer requests and agrees to pay time and material charges, the Service interface may be extended to another Customer requested location. If Customer chooses to terminate its maintenance agreement with AT&T, Customer will become responsible for all router configurations and configuration requests, and request for support beyond basic access to the internet, will be performed by DataComm Customer Care solely on a Time and Materials ("T&M") basis.
 - 2) Provide support for basic connectivity to the internet, as well as up to 10 extended IP access list lines, DHCP on a router, Port Address Translation (PAT), and static (public to private) NAT. These configuration requirements are to be provided by Customer prior to installation, and performed at provisioning, or on exception basis, during maintenance. All other configuration requests by Customers will be performed on a Times and Materials (T&M) basis.
- B) Provide project management of the Service and Router installation;
- C) Provide to Customer the Service circuit IDs and an 800 number for trouble reporting after the Service Activation date.
- D) Retain the Router password and will be solely authorized to make changes to the Router configuration;
- E) Maintain and repair the Router for the duration of the Service period in accordance with Section 12 hereof. If, however, Customer chooses to manage the Router password, then Customer will be responsible for the maintenance and repair of the Router. In that instance, AT&T will no longer have the responsibility to maintain and repair the Router as stated herein.
- F) Except with respect to Service provided over AT&T's Integrated Services Digital Network ("ISDN"), AT&T will monitor the Service 24 hours a day, 7 days a week for Service troubles and failure and will provide Customer with Service information and documentation for trouble reporting.
- G) AT&T will allocate the necessary number of IP addresses to Customer based on the mutually agreed upon design and provide specific LAN/WAN assignments for the Router. AT&T reserves the right to decrease,

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AT&T PremierSERVSM DEDICATED INTERNET ACCESS SERVICE

TERMS AND CONDITIONS for Addendum agreements

increase, modify or otherwise restrict the number of IP addresses assigned to Customer, but will not do so without prior discussion with Customer.

8. CUSTOMER RESPONSIBILITIES

- A) Customer is responsible the following:
- 1) providing the path for the extension of the Service interface beyond the network interface demarcation;
 - 2) providing access to the network demarcation and Router during installation and for the Term;
 - 3) providing an on-site project manager/contact at mutually agreed upon times and for the duration of the installation interval who will designate the Service interface requirements, assist in the installation and configuration of the Router, and accept the Service;
 - 4) providing network security for its LAN and access to Customer's LAN. This may include numbering/renumbering Customer's LAN IP devices using the new address to permit access to the Internet;
 - 5) IP addressing of any hosts connected to the Router and IP sub-netting behind the Router. AT&T does not provide professional services regarding sub-netting beyond the LAN interface on the Router;
 - 6) providing a firewall or other device to protect its internal network if Customer has not elected to obtain security services from AT&T; and
 - 7) providing AT&T with access to all wiring closets, equipment rooms and/or demarcation locations during installation and maintenance procedures.

9. SPECIAL CONSTRUCTION

- A) Special Construction will be required if (1) the facilities or equipment are not available to meet an order for Service and AT&T or its affiliates or vendors must construct facilities; (2) Customer requests Service to be furnished using a type of facility or equipment, or via a route, other than that which AT&T would ordinarily utilize in providing the requested Service; or (3) Customer requests construction be expedited and such expedited construction results in added cost to AT&T. Special construction charges will be developed based upon estimated costs and Customer must provide written approval and payment for all special construction costs before AT&T or its affiliates or vendors will begin any special construction. If Customer fails to provide written approval of and pay for special construction charges, Services ordered under this Addendum will be terminated by AT&T.

10. SERVICE MOVES, CHANGES & UPGRADES

- A) The Site(s) to receive the Service which are specified on the first page of this Addendum may be moved or changed from one Site to another within the LATA, so long as the new Site can be served from an AT&T wire center, and the Service and associated charges will continue uninterrupted. Non-recurring charges and new recurring charges that would apply for the new location will be negotiated at the time of the move. If Customer elects to upgrade the Service to a higher speed, Customer may do so without liability for the early termination charges specified in this Addendum if Customer signs a new agreement with a term at least equal to the Term of this Addendum. Customer will be responsible for installation charges and the new monthly rate.

11. TRANSPORT SERVICES

- A) Unless purchased with the Service, Customer must obtain local transport services ("Transport") from a transport provider for use with the Service and the terms and conditions applicable to those services are not in any way affected by the terms of this Addendum. Additionally, ANY LONG DISTANCE, MEASURED SERVICE OR TOLL CHARGES INCURRED BY CUSTOMER TO ACCESS THE SERVICE DURING CUSTOMER'S USE OF THE SERVICE SHALL BE CUSTOMER'S SOLE RESPONSIBILITY.

12. MAINTENANCE AND TESTING

- A) The Parties will cooperate with each other in performing joint tests to the extent reasonably necessary to establish the Service or to detect, isolate and remedy Service related problems. Joint tests will be at no charge to the other Party, if such tests are conducted by remote testing systems. If an AT&T on-site technician is necessary and the trouble is located on Customer's side of the interface, actual material and labor prices at AT&T's standard rates will apply. AT&T will negotiate and coordinate the maintenance of transmission services with Customer's chosen local transport provider.
- B) AT&T will perform routine maintenance as is customary to reasonably maintain the Service, Transport, and Router, if applicable, as described herein. All such maintenance will be performed at no additional charge to Customer if the fault which gives rise to the maintenance request is determined by AT&T to reside on the AT&T

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TERMS AND CONDITIONS
for Addendum agreements

side of the point of demarcation between AT&T and Customer or in the Router. Actual material and labor prices at AT&T's standard rates will apply to troubles isolated to COE, to Customer's misuse of the Router, or to any condition on Customer's side of the point of demarcation between AT&T and Customer.

- C) Customer understands and agrees that temporary interruptions may occur as normal and reasonable events in the provision of the Service. All computer systems and networks need routine maintenance from time to time. AT&T generally schedules and performs such maintenance, on an as needed basis, during the times indicated on AT&T's website (located at <http://dedicated.sbcis.sbc.com/NDWS/>). Not all scheduled network/systems maintenance will affect Customer's Service. However, AT&T will endeavor to provide Customer five (5) business days advance notice, or if not possible, reasonable advance notice if AT&T believes that such routine scheduled maintenance will affect Customer's Service. In the event of a network/systems emergency requiring immediate attention, AT&T reserves the right to perform emergency maintenance without notice or upon short notice, and shall use all reasonable efforts to minimize the effect of such work on Customer's Service.
- D) Customer acknowledges and agrees that AT&T has no control over third party networks Customer may access in the use of the Service, and therefore, delays and disruption of other network transmissions are completely beyond the control of AT&T. AT&T will not be responsible for Customer's inability to access the Internet due to circumstances not in the direct control of AT&T, such as individual Internet user's own equipment capabilities and/or limitations, Internet limitations and/or browser software limitations.

13. SERVICE LEVEL AGREEMENT (Visit <http://dedicated.sbcis.sbc.com/NDWS/sla/> for SLA Details and Methodology)

- A) *Network Service Levels:* AT&T agrees to meet the following network service levels:
 - 1) *Network Availability:* AT&T's IP Backbone Network, from which it provides AT&T PremierSERV Dedicated Internet Access, will be available 99.99% of the time, based upon a monthly average between AT&T-selected MegaPOP and MiniPOP endpoints.
 - 2) *Network Latency:* Average round-trip transmissions will be 40 milliseconds or less between AT&T-selected MegaPOP endpoints within AT&T's IP Network, measured by averaging samples taken during a calendar month between these endpoints.
 - 3) *Network Packet Loss:* During any calendar month, packet loss will not exceed 0.1% based upon monthly averages, between AT&T-selected MegaPOP and MiniPOP endpoints within AT&T's IP network.
 - 4) *Off-net Performance ("AT&T KB40"):* The monthly average full-page download time for the Keynote Business 40 websites, from within selected domestic AT&T MegaPOP locations, will not exceed 110% of the US25 Overall metric. The Keynote Business 40 (KB40) Internet Performance Index measures the average download time for the home pages of 40 significant US-based business Web Sites. These measurements are taken by automated agents attached to key points in the Internet backbone in the 25 largest metropolitan areas of the United States.
 - 5) *Network Service Credits:* If AT&T fails to meet any of the above monthly aggregate network service levels in a calendar month, Customer shall be entitled to one (1) day's credit pro-rated from Customer's recurring monthly charges for the Service for each monthly aggregate service level failed ("Network Service Credit"). In order to receive this Network Service Credit, Customer must request a credit by visiting AT&T's SLA website at <http://dedicated.sbcis.sbc.com/NDWS/sla/credit.jsp>. All Network Service Credit requests must be received by AT&T by the last day of the month after the monthly aggregate infraction occurred. Failure to comply with this requirement will forfeit Customer's right to receive a Network Service Credit.
 - 6) *Customer Service Level:* AT&T agrees to meet the following Internet availability service level:
 - (a) *Internet Service Availability:* AT&T's Dedicated Internet Access Service will be available to Customer 99.95% of the time in a calendar month. "Service Unavailability" exists when Customer's Internet connection is unable to transmit and receive IP Packets to/from On-Net Hosts and AT&T records such failure in the AT&T trouble ticketing system ("Impaired DIA Service"). Service Unavailability is measured from the time AT&T has actual knowledge of a service outage and a trouble ticket is opened, either in response to notification by the Customer or in response to alarms from internal network management systems, to the time Customer's Impaired DIA Service is again able to transmit and receive IP Packets from AT&T On-Net Hosts.
 - (b) *Internet Service Credits:* If AT&T fails to meet the above Internet service availability, then for each cumulative hour of Service Unavailability, exceeding the initial twenty (20) minutes of unavailability per month, Customer shall be entitled to one (1) day's credit pro-rated from Customer's recurring monthly charges for the DIA Port fees, not to exceed a total of fifteen (15) day's pro-rated recurring monthly service charges for the Service ("Internet Service Credit"). (E.g., Service Unavailability of greater than twenty (20) minutes but less than or equal to an hour shall entitle Customer to one (1) day's credit prorated; Service Unavailability of greater than one (1) hour but less than or equal to two (2) hours shall entitle Customer to (2) day's credit prorated; etc.). In order to receive an Internet Service Credit, Customer must timely contact AT&T's Dedicated Enhanced Service Center ("DESC") to open a trouble

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AT&T PremierSERVSM DEDICATED INTERNET ACCESS SERVICE

TERMS AND CONDITIONS for Addendum agreements

ticket and also request an Internet Service Credit. If the DESC determines that the reported Service Unavailability was AT&T's responsibility, an Internet Service Credit shall be provided in accordance with this subsection. Failure to comply with this requirement will forfeit Customer's right to receive an Internet Service Credit.

- (c) This Service Level Agreement ("SLA") will not apply to infractions caused by (i) factors outside of AT&T's reasonable control, including force majeure events, (ii) scheduled network maintenance, (iii) actions or inactions of Customer or any third parties not under the sole control of AT&T, (iv) problems caused by COE, (v) problems isolated to the Local Access Transport and packet switching facilities connecting the AT&T POP to Customer's premise; or (vi) transmission errors across the portion of the Internet which is off-net to AT&T.
- 7) To provide a means of verifying performance of the service levels specified in this section of the Addendum, AT&T will use network health monitoring software to validate the data for any calendar month.
- 8) Customer acknowledges that the warranties contained herein measure AT&T's IP Backbone from selected endpoints and may not represent Customer's actual IP network experience.

14. USE AND LIMITATIONS

- A) AT&T may: (i) reject or refuse to perform any Services that are not in compliance with its applicable specifications and standards, laws and regulations and/or public interest standards as determined by AT&T; and (ii) from time to time and without notice, make changes in Services that in its sole judgment will best serve AT&T's customers. AT&T's partial rejection or refusal of any portion of Services will not release Customer from its obligations with respect to the remaining Services being performed.
- B) Customer agrees to comply with the AT&T Acceptable Use Policy (AUP), all policies applicable to AT&T and all policies applicable to any network that is accessed through AT&T. Violation of any such rules, regulations and policies, or any attempt to break security or to access an account which does not belong to Customer, shall be considered a material breach of contract, and AT&T may terminate this Addendum without liability or may suspend or terminate Service to Customer, or suspend or terminate any user ID, electronic mail address, universal resource locator or domain name used by Customer. Upon such termination by AT&T, Customer shall be liable for any applicable charges, including early termination charges as set forth in Section 3 of this Addendum. If Customer's Service is suspended pursuant to this Section, Customer will remain responsible for charges for the Service incurred during the period of suspension. The AUP can be viewed at: http://dedicated.sbcis.sbc.com/NDWS/sbc_policy/aup.jsp.
- C) Nothing contained in this Addendum may be construed to convey to Customer any interest, title, or license in the user ID, electronic mail address or universal resource locator used by Customer in connection with the Service.
- D) Customer acknowledges and agrees that AT&T has the right to enforce its policies and guidelines pertaining to Customer's use of the Service and may be required to take immediate action to protect the integrity, quality, reputation and/or availability of the Service.

15. WARRANTY

- A) AT&T warrants that for the Term of this Addendum, AT&T will make reasonable efforts to provide continuous, uninterrupted, expedient and error-free Service to Customer. If, under normal and proper use, the Services fail to perform substantially as specified above, and Customer notifies AT&T during such Term, AT&T will make commercially reasonable efforts to correct such Service degradations or failures without charge to Customer. AT&T's liability for damages for interruptions of Service, or for mistakes, omissions, delays, errors and defects in the provision of Services, shall in no event exceed an amount equal to the *pro rata* charges to Customer for the period during which the Services are affected.
- B) EXCEPT AS EXPRESSLY SET FORTH IN THIS ADDENDUM, AT&T HEREBY DISCLAIMS ANY AND ALL WARRANTIES INCLUDING IMPLIED WARRANTIES OF FITNESS, MERCHANTABILITY AND PERFORMANCE. AT&T MAKES NO WARRANTY THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES AT&T MAKE ANY WARRANTY AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE. AT&T MAKES NO WARRANTY REGARDING ANY TRANSACTIONS EXECUTED THROUGH THE SERVICE, AND CUSTOMER UNDERSTANDS AND AGREES THAT SUCH TRANSACTIONS ARE CONDUCTED ENTIRELY AT CUSTOMER'S OWN RISK.

END OF DOCUMENT

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RESOLUTION NO. 2007-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO APPROVE A
THREE-YEAR CONTRACT WITH ATT FOR
T3 INTERNET SERVICE

=====

WHEREAS, over the years, the City has become widely dependent upon the Internet for routine communications and day-to-day business activities. The Internet is the electronic backbone for email, file transfers, document sharing, City-sponsored file-transfer-protocol sites, research, and City Council Webcasts; and

WHEREAS, for the past ten years, the City has used a 1.5 megabit-per-second T1 Internet connection. A T1 line is a type of broadband telecommunications connection used especially to connect Internet service providers to the Internet's infrastructure. Most home Digital Subscriber Line connections are "faster" than the City's T1 line. The T1 lines carry about 1.5 megabits of data per second, while the related T3 lines carry over 40; and

WHEREAS, traffic over the City's network has steadily increased, creating greater strain on the current Internet connection. Adding to the strain is the size of files being transferred. In addition, the City currently hosts its public website, www.lodi.gov. All traffic into this site comes over the T1 line, further impacting the connection; and

WHEREAS, the City's current carrier, ATT, has reduced the price of its broadband T3 connections with bandwidths ranging from 5 to 100 megabits per second (Mbs). Staff is proposing upgrading the current T1 to a 10 Mbs T3 connection. This will result in an almost seven-fold increase in throughput. In addition to solving all of the current data contention issues, the upgrade would also prepare the City for future advancement of its technical infrastructure; and

WHEREAS, the annual cost of a T3 line is \$33,048. Offsetting this charge will be \$8,220 in annual savings related to cancellation of the T1 line with a net difference of \$24,828 annually.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby authorizes the City Manager to approve a three-year contract with ATT for T3 Internet service in the amount of \$33,048 per year from the following accounts:

Police	- 101031.7313 - (\$3,000)
Fire	- 102011.7335 - (\$3,000)
Public Works	- 125053, \$1,000; 103011, 170401, 180451 (\$665 each)
EUD	- 160603.7715 (\$3,000)
HSS	- 108403.7202 (\$3,000)
Com Dev.	- 340451.7313 (\$3,000)
Parks & Rec.	- 107011.7717 (\$3,000)
Finance	- 100505.8099 (\$3,000)

Dated: September 5, 2007

=====

I hereby certify that Resolution No. 2007-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held September 5, 2007, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2007-_____



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt resolution authorizing the City Manager to execute a Master Energy Purchase and Sale Agreement with PPM Energy of Portland, Oregon (EUD)

MEETING DATE: September 5, 2007

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Adopt resolution authorizing the City Manager to execute a Master Energy Purchase and Sale Agreement with PPM Energy of Portland, Oregon.

BACKGROUND INFORMATION: On July 12, 2007, the Lodi Electric Utility Department (EUD) received bids for the sale of electric power for portions of fiscal year 2007-08. As a result of this process, electric power was purchased from two firms and related “master agreements” were consummated with these entities to enable the purchases.

One of the unsuccessful bidders, PPM Energy, has solicited the City’s interest in signing an “umbrella” enabling agreement to facilitate possible future transactions between PPM Energy and the City. This would enable the organizations to forego future contract development work in the event EUD desires to procure additional energy from the marketplace in the future.

Staff feels that it is appropriate and efficient to sign the proposed agreement with PPM Energy given (i) the time spent by the two organizations (as well as the Northern California Power Agency) to develop the agreement and (ii) the relatively high likelihood that EUD will seek to make additional purchases from the energy market in the future.

FISCAL IMPACT: There is no cost to executing the recommended agreement.

FUNDING: Not applicable.

Funding Approval: _____
Kirk Evans, Budget Manager

George F. Morrow
Electric Utility Director

GFM/lst

APPROVED: _____
Blair King, City Manager

**MASTER ENERGY PURCHASE AND SALE AGREEMENT
BETWEEN PPM ENERGY, INC. AND CITY OF LODI**

This Master Energy Purchase and Sale Agreement (this "Agreement") is entered into by and between PPM Energy, Inc. ("Counterparty") and the City of Lodi, California ("Lodi") this 12th day of July, 2007, and incorporates by this reference the Western Systems Power Pool ("WSPP") Agreement as the same as in effect on the date of any particular transaction hereunder (the "WSPP Agreement") and as the WSPP Agreement is revised hereby sets forth the entire agreement between Counterparty and Lodi with respect to its subject matter.

WHEREAS, the Parties desire to purchase and sell, from time to time and at the sole option and election of the Parties, agreed upon amounts of energy, pursuant to the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual consents and agreements contained herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Counterparty and Lodi agree to the following terms and conditions.

ARTICLE ONE

1. Incorporation by Reference. Notwithstanding that as of the date hereof Lodi is not a member of the WSPP, Counterparty and Lodi incorporate by reference as though fully set forth herein the WSPP Agreement to have these provisions apply to all Confirmations and transactions between Counterparty and Lodi. The WSPP Agreement, as modified, supplemented and amended as in effect of the date of the most recent Confirmation. Terms used but not defined herein shall have the meanings ascribed to them in the WSPP Agreement. In the event of any conflict between the terms of this Agreement and the WSPP Agreement, the terms of this Agreement shall control.

2. Effect of Lodi WSPP Membership. Upon Lodi becoming a member of the WSPP, all transactions and Confirmations hereunder will be deemed to have been entered into under the WSPP Agreement as amended by Article Two hereof directly as if a master confirmation agreement, all subject to netting and setoff with any and all present and future transactions hereunder or under the WSPP Agreement with Lodi as a member thereof, as under one integrated agreement between the Parties. All outstanding payment obligations between the Parties arising under any one or more of this Agreement, the WSPP Agreement, all Confirmations, Service Schedules A, B, or C, or other agreements entered into in connection therewith shall form a single integrated agreement between the Parties, and be subject to set-off and recoupment. Nothing herein shall require either Party to execute Exhibit A to the WSPP.

3. Powers and Authorities. Lodi represents and warrants to Counterparty, as a material inducement to Counterparty to enter hereinto and for each transaction and Confirmation hereunder, which representations are repeated as of each transaction and Confirmation, that (a) Lodi has all requisite authority to enter hereinto, and this Agreement and each transaction and Confirmation hereunder are entered into in conformity with the accepted transaction types and other provisions of the City of Lodi Energy Risk Management Policies or successor document as the same are adopted and in effect from time to time, (b) the transactions and Confirmations contemplated by the Parties on proximate date herewith for the acquisition of energy for 2007 or 2008 are authorized by Resolution No. 2006-204, is a procurement of energy to reduce Lodi's open position to meet load-serving obligations for fiscal year 2007-08 in accordance with Lodi's Risk Management Policies, and is a purchase made through the procurement activities of the Northern California Power

Agency, (c) all future purchases and sales of energy by Lodi will be authorized by applicable resolutions of the Lodi City Council, which may from time to time be referenced in the applicable Confirmation, (d) this agreement and each transaction hereunder do not constitute any kind of investment or action by Lodi that is proscribed by any constitution, charter, law, rule, regulation, government code, constituent or governing instrument, resolution, guideline, ordinance, order, writ, judgment, decree, charge, or ruling to which Lodi (or any of its officials in their respective capacities as such) or its property is subject, (e) the execution and delivery by Lodi of this Agreement, each Confirmation and any other documentation relating hereto, and the performance by Lodi of its obligations hereunder and thereunder, are in furtherance, and not in violation, of the public purposes for which Lodi is organized pursuant to the laws of California, (f) all acts necessary to the valid execution, delivery and performance of this Agreement, including without limitation, competitive bidding, public notice, election, referendum, prior appropriation or other required procedures has or will be taken and performed as required under applicable law and Lodi's ordinances, bylaws or other regulations, (g) all persons making up the governing body of Lodi are the duly elected or appointed incumbents in their positions and hold such positions in good standing in accordance with applicable law, and (h) Lodi's obligations to make payments hereunder are unsubordinated obligations and such payments are not subject to any prior claim and are available from an authorized source of payment.

4. Payment Netting. If payments are due from each Party to each other on the same day, then the amounts owing shall be offset so that only the net amount owing on that day shall be paid by the Party owing the larger amount. The Parties may from time to time, by mutual agreement, put in place between them procedures for the netting of payments due within a month; provided that any such procedures in place between the Parties on the date hereof shall continue in effect until terminated by either Party.

5. Netting and Set-Off. Upon an event of default or termination event under this Agreement, in addition to and not in limitation of any other right or remedy under contract or applicable law (including any right to set-off, counterclaim, or otherwise withhold payment), the non-defaulting Party may at its option set-off, against any amounts owed to the defaulting Party, any amounts owed by the defaulting Party under any contract or agreement between the Parties. The obligations of the Parties shall be deemed satisfied and discharged to the extent of any such set-off. The non-defaulting Party shall give the defaulting Party written notice of any set-off, but failure to give such notice shall not affect the validity of the set-off.

6. Without Prejudice. This Agreement shall be without prejudice and in addition to any right of set-off, recoupment, combination of accounts, lien or other right which either Party has at any time, by operation of law, contract or otherwise. Each Party reserves to itself all rights, set-offs, counterclaims, and other remedies and defenses arising out of this Agreement or otherwise. Nothing herein shall abrogate the rights of the parties pursuant to Section 2609 of the Uniform Commercial Code to demand adequate assurances of future performance.

7. Agency of the Northern California Power Agency. Lodi advises Counterparty that the Northern California Power Agency ("NCPA") is its agent for the procurement, scheduling, and other matters respecting energy, and hereby ratifies and adopts all actions now or hereafter taken by NCPA that NCPA represents to Counterparty as taken by or on behalf of Lodi. Lodi indemnifies and holds

Counterparty harmless from and against any action by Counterparty taken at the instruction of NCPA that Counterparty believes in good faith to have been acting on behalf of Lodi.

8. Waiver of Rights. To the fullest extent permitted by applicable law, each party waives all rights under Section 205 or 206 of the Federal Power Act to seek or support, and each party further agrees that it will not seek from FERC or otherwise support, any order changing or granting any refunds with respect to the rate, price, charge or classification hereof, based on any theory or allegations, including without limitation claims that the same is anything other than just and reasonable or that the market was not competitive or fully functional on or about the date hereof. The standard of review for any changes proposed by a party, a non-party or FERC acting sua sponte shall be the strictest standard of review permissible to preserve the intent of the Parties to uphold the sanctity of contract without modification, which will in no event be lower than the "public interest" standard of review set forth in *United Gas Pipe Line Co. v. Mobile Gas Service Corp.*, 350 U.S. 332 (1956) and *Federal Power Comm. v. Sierra Pacific Power Co.*, 350 U.S. 348 (1956).

ARTICLE TWO

The WSPP Agreement is amended as follows:

SECTION 4 DEFINITIONS

- (a) Section 4.1c of the WSPP Agreement is modified by including "CAISO" as an equivalent abbreviated form of the defined term "California ISO" such that the definition now reads: "4.1c California ISO (or CAISO) ..."
- (b) A new Section 4.1g shall be added in Section 4 as follows: "4.1g CAISO Firm Transaction: a transaction under Service Schedule C in which the Seller shall sell and the Purchaser shall purchase a quantity of electric energy equal to the hourly quantity, without Ancillary Services (as defined in the CAISO Tariff) that is or will be scheduled as a schedule coordinator to schedule coordinator transaction pursuant to the CAISO Tariff, for which the only excuse for failure to deliver or receive is an "Uncontrollable Force" (as defined in the CAISO Tariff) called by the CAISO in accordance with the CAISO Tariff. "
- (c) A new Section 4.1h shall be added in Section 4 as follows: "4.1h CAISO Tariff: the FERC approved tariff of CAISO, including all CAISO protocols, as the same may be amended from time to time."

SECTION 10 UNCONTROLLABLE FORCES

Section 10 of the WSPP Agreement is modified by adding at the beginning of the section, the words "Except in connection with scheduling, delivery or receipt under a CAISO Firm Transaction,".

SECTION 21
LIABILITY AND DAMAGES

- (a) The fourth sentence of Section 21.1 of the WSPP Agreement shall be modified by adding "21.2," before the text "21.3".
- (b) Section 21.3(a)(4) of the WSPP Agreement shall be modified by replacing the language beginning with "within the billing period" through the end of the sentence, with the following: "within three (3) Business Days from the date that an invoice for such amount is received. The Performing Party may invoice the Non-Performing Party at any time following the Performing Party having incurred an amount under this Section 21.3, but no more than once a month and subject to the two-year limitation as specified in Section 9.4."
- (c) Section 21.3(d) of the WSPP Agreement shall be modified by deleting the phrase "as required by Section 9 of this Agreement" and by deleting the second and third sentences of the Section in their entirety and replacing them with "Upon resolution of the dispute, any excess amount of bills which may have been overpaid shall be returned by the owing Party upon determination of the correct amount, with interest accrued at the rate set forth in Section 9.4, prorated by days from the date of overpayment to the date of refund."

SECTION 22
DEFAULT

- (a) A new Section 22.1(f) is added to Section 22 of the WSPP Agreement as follows: "An Event of Default shall also include the failure by the Defaulting Party to schedule, deliver, or receive electric capacity, energy, Ancillary Services or other products sold and purchased under a specified Confirmation for three (3) consecutive calendar days and such failure is not excused pursuant to the product definition, this Agreement or under the terms of the specified Confirmation."
- (b) A new Section 22.2a is added to Section 22 of the WSPP Agreement as follows:

"22.2a Upon any Event of Default or Potential Event of Default, the Non-Defaulting Party may, in addition to any other remedies available hereunder, suspend performance under this Agreement and under any Confirmation, *provided, however*, in no event shall any such suspension continue for longer than ten (10) Business Days with respect to any single Confirmation unless a termination date shall have been declared and notice thereof pursuant to Section 22.2 given. "Potential Event of Default" means an event which, with notice or passage of time or both, would constitute an Event of Default, provided that the failure to comply with any requirement of this Agreement, including the requirements of Section 27, or a Confirmation, before the expiration of the time period expressly specified for such compliance in this Agreement or the Confirmation (but not including any period that is provided as a cure-period for what would otherwise constitute an Event of Default), if any, shall not be considered a Potential Event of Default unless and until the applicable time period has expired without compliance."
- (c) Section 22.3(c) of the WSPP Agreement shall be modified by deleting, in the third sentence, the language beginning with "shall pay the remaining amount" through the end

of that sentence and inserting in its place the words "shall make no payment to the other Party, and notwithstanding anything in this Agreement to the contrary, the amount by which such Gain exceeds the Losses and Costs for the purpose of this Agreement shall be deemed to be zero (0)."

- (d) Section 22.3(e) of the WSPP Agreement shall be modified by deleting subsections 22.3(e)(i), 22.3(e)(ii), and 22.3(e)(iii) in their entirety and by deleting the first paragraph of subsection 22.3(e)(iv) such that the subsection begins with the language: "If the Defaulting Party disagrees with the calculation..." and ends with the language "...or similar charges imposed by the Non-Defaulting Party."

SECTION 24

GOVERNING LAW

Section 24 of the WSPP Agreement is deleted and replaced with the following:

"This Agreement and any Confirmation shall be governed by and construed in accordance with the laws of the State of California, without regard to the conflicts of laws rules thereof. EACH PARTY WAIVES ITS RESPECTIVE RIGHT TO ANY JURY TRIAL WITH RESPECT TO ANY LITIGATION ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT. If this predispute waiver of jury trial is unenforceable, then each controversy, dispute or claim between the Parties arising out of or relating hereto, which controversy, dispute or claim is not settled in writing within 30 days after the "Claim Date" (defined as the date on which a Party gives written notice to the other Party that a controversy, dispute or claim exists), will be adjudicated by a reference proceeding in California in accordance with the provisions of Sections 638 et seq. of the California Code of Civil Procedure ("CCP"). The referee will be a retired Judge of the Court selected by mutual agreement of the Parties, and if they cannot so agree within forth-five days after the Claim Date, the referee will be promptly selected by the Presiding Judge of the Court of San Francisco County. The referee will (a) set the matter for hearing within sixty days after the date of his or her selection and (b) try any and all issues of law or fact and report a statement of decision upon them, if possible, within ninety days of the Claim Date. Any decision rendered by the referee will be final, and judgment will be entered thereon pursuant to CCP §644 in any court in the State of California having jurisdiction. The referee will be required to determine all issues in controversy. The rules of evidence applicable to proceedings at law in the State of California will apply. The referee will be empowered to enter equitable as well as legal relief. The referee will issue a single judgment at the close of the reference proceeding which will dispose of all of the claims of the Parties, which will be subject to appeal. The Parties expressly reserve the right to contest or appeal from the final judgment or any appealable order or appealable judgment entered by the referee. The Parties expressly reserve the right to findings of fact, conclusions of law, a written statement of decision, and the right to move for a new trial or a different judgment, which new trial, if granted, will also be a reference proceeding hereunder."

SECTION 35

FORWARD CONTRACTS AND OTHER REPRESENTATIONS

Section 35 of the WSPP Agreement is modified by (i) inserting, after the words "the Parties are" and before the phrase "forward contract merchants", the phrase " , or shall be deemed to be," and (ii) by inserting the following new sentences in between the first and second sentences: "The parties

acknowledge and agree that each Party's ability to liquidate and accelerate payment under transactions entered into pursuant to any Confirmations hereunder (as provided in Section 22.3) as forward contract under Section 556 of the United States Bankruptcy Code is a material inducement supporting such party's entry into this Agreement and such transactions. The Parties agree further that each Party's business consists in whole or in part of entering into forward contracts as or with merchants in electric energy, capacity, and other related products and/or services, which is presently the subject of dealing in the forward contract trade. No Party shall assert before any court or other governmental authority that another Party is not, or shall not be treated as a forward contract merchant under the United States Bankruptcy Code.

ARTICLE THREE

1. Waiver of Sovereign Immunity. Lodi warrants and covenants that with respect to its contractual obligations hereunder and performance thereof, it will not claim immunity on grounds of sovereignty or similar grounds with respect to itself or its surplus revenues from (a) suit, (b) jurisdiction of court (including a court located outside the jurisdiction of its organization, subject to the law of proper venue), (c) relief by way of injunction, order for specific performance or attachment or recovery of property, or (d) execution or enforcement of any valid judgment.

2. Billing Addresses. The billing address for Lodi for the purpose of Section 9 of the WSPP Agreement shall be:

All Notices:

Lodi:
City of Lodi
1331 S. Ham Lane
Lodi, CA 95242
Attn: George Morrow,
Electric Utility Director
Phone: (209) 333-6828
Facsimile: (209) 333-6839
Duns: 02-000-4552
Federal Tax ID Number: 94-6000361

With Additional Notices to (NCPA):

Attn: Contract Administration
Phone: (916) 781-4296
Facsimile: (916) 783-7693

Invoices/Payments/Credit & Collections (NCPA):

Power Accounts Administrator
Phone: (916) 781-4224/3636
Facsimile: (916) 781-4255

Wire Transfer (NCPA):

ABA Routing: 121122676
Bank: US Bank

All Notices:

Counterparty:
PPM Energy, Inc.
1125 NW Couch, Suite 700
Portland, OR 97209

With Additional Notices to:

Attn. Contract Director
Phone: (503) 796-7034
Facsimile: (503) 478-6394

Invoices/Payments/Credit & Collections:

Back Office/Month-End
Phone: (503) 796-6917/6959
Facsimile: (503) 796-6908

Wire Transfer:

ABA Routing: 021000021
Bank: JPMorgan Chase Bank, Chicago, IL

For Deposit to (NCPA):

Northern California Power Agency
Acct No: 1-534-0216-2744
Attention: NCPA
US Bank
680 8th Street, Suite 1100
Sacramento, CA 95814
Phone: (916) 552-1864
Facsimile: (916) 448-6518

Pre-scheduling (NCPA):

Phone: (916) 786-0123/0124
Facsimile: (916) 786-781-4239

Real-time/Dispatch (NCPA):

Phone: (916) 786-3518/3519
Facsimile: (916) 781-4226

Schedule Coordinator (NCPA):

Phone: (916) 781-4237
Facsimile: (916) 781-4226

For Deposit to:

PPM Energy, Inc.
Acct No. 9432825

Pre-scheduling:

Phone: (503) 796-7139
Facsimile: (503) 796-6903

Real-Time Trading:

Phone: (503) 796-7013
Facsimile: (503) 796-6903

Schedule Coordinator:

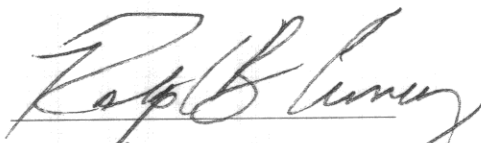
Phone: (503) 796-7139
Facsimile: (503) 796-6903

The billing address for either Party may be changed by such Party upon written notice to the other Party.

3. No Further Amendment. No further amendment or modification to the WSPP Agreement shall be enforceable unless reduced to writing and executed by both Parties. Except as expressly amended, supplemented, or modified in a written instrument executed by both Parties, all other provisions of the WSPP Agreement are hereby agreed to by the Parties. In the event the WSPP Agreement is modified pursuant to its governing terms following the date hereof, the Parties agree to meet and confer and in good faith make such amendments hereto as would be required to maintain the benefits and burdens between the Parties.

In WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by its authorized officers or agents effective as of the date first above written.

PPM Energy, Inc.

By: 
Name: Ralph B. Currey
Title: Senior Vice President

PPM
Contract Administration
GPR

The City of Lodi, California

By: _____

Name: George Morrow
Title: Electric Utility Director

By: _____

Name: Blair King
Title: City Manager

Approved as to form: _____
City Attorney

Attest: _____

Name: Randi Johl
Title: City Clerk

RESOLUTION NO. 2007-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE
CITY MANAGER TO EXECUTE A MASTER ENERGY PURCHASE
AND SALE AGREEMENT WITH
PPM ENERGY, OF PORTLAND, OREGON

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a Master Energy and Purchase and Sale Agreement with PPM Energy, of Portland, Oregon.

Dated: September 5, 2007

=====

I hereby certify that Resolution No. 2007- was passed and adopted by the City Council of the City of Lodi in a regular meeting held September 5, 2007, by the following vote:

AYES: COUNCIL MEMBERS –
NOES: COUNCIL MEMBERS –
ABSENT: COUNCIL MEMBERS –
ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2007-_____



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt a Resolution Authorizing the City Manager to Sign Agreement forms with the Department of Justice, Office of Justice Programs, Bureau of Justice Assistance, accepting grant funding in the amount of \$28,450

MEETING DATE: September 5, 2007

PREPARED BY: Jerry J. Adams, Chief of Police

RECOMMENDED ACTION: Adopt a resolution authorizing the City Manager to sign agreement forms with the Department of Justice, Office of Justice Programs, Bureau of Justice Assistance, accepting grant funding in the amount of \$28,450.

BACKGROUND INFORMATION: On June 6, 2007, the Lodi Police Department submitted forms and a proposal for funding to the Bureau of Justice Assistance. The proposal was to use funds from the Justice Assistance Program to support technology program activities initially started with funding received from the Local Law Enforcement Block Grants (which have concluded). Technology support includes the replacement of computer hardware such as: Mobile Data Computers and associated software for patrol vehicles; replacement of in-house computer towers and servers; printers and cabling. Software purchases include any new, or additional, software needed for police computers.

On August 13, 2007, the Lodi Police Department was awarded the grant by the Department of Justice, Office of Justice Programs, in the amount of \$28,450. We now need to accept the grant funding.

FISCAL IMPACT: N/A

FUNDING AVAILABLE: Total Grant is \$28,450. There are no matching funds required.

Kirk Evans
Budget Manager

Jerry J. Adams
Chief of Police

JJA:sm
Cc: City Attorney

APPROVED: _____
Blair King, City Manager

RESOLUTION NO. 2007-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE
CITY MANAGER TO SIGN AGREEMENT FORMS WITH THE DEPARTMENT OF
JUSTICE, OFFICE OF JUSTICE PROGRAMS, BUREAU OF JUSTICE
ASSISTANCE, ACCEPTING GRANT FUNDING IN THE AMOUNT OF \$28,450

=====

WHEREAS, the Lodi Police Department submitted a proposal for grant funding to the Bureau of Justice Assistance to support technology program activities; and

WHEREAS, the activities include replacement of computer hardware, Mobile Data Computers, and associated software for patrol vehicles; replacement of in-house computer towers, and servers; and printers and cabling. Software purchases include any new or additional software needed for police; and

WHEREAS, software purchases include yearly license fees for Microsoft Office Systems and suspect Image Database; and

WHEREAS, the Lodi Police Department was awarded the grant by the Department of Justice, Office of Justice Programs, Bureau of Justice Assistance in the amount of \$28,450.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby accept grant funds in the amount of \$28,450 from the Department of Justice, Office of Justice Programs, Bureau of Justice Assistance to support technology program activities as outlined above.

Dated: September 5, 2007

=====

I hereby certify that Resolution No. 2007-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held September 5, 2007, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDY JOHL
City Clerk

2007-_____



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Vacating Ten-Foot Public Utility Easement Located at Lodi Memorial Hospital (975 South Fairmont Avenue and 1200 West Vine Street)

MEETING DATE: September 5, 2007

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt a resolution vacating a ten-foot public utility easement at Lodi Memorial Hospital located at 975 South Fairmont Avenue and 1200 West Vine Street (Assessor Parcel Numbers 031-070-40 and 031-070-37).

BACKGROUND INFORMATION: Lodi Memorial Hospital is currently undergoing a major building expansion at their current 975 South Fairmont Avenue and 1200 West Vine Street sites. A proposed new building is located southwest of the current structure and lies across an unused ten-foot public utility easement. The public utility easement was dedicated to the City on April 8, 1974, Book 3862 of Official Records, Page 115, San Joaquin County Records, and located as shown on the attached Exhibit A.

Under Section 8333 of the Streets and Highways Code, a local agency may summarily vacate an easement if the easement has not been used for the purpose for which it was dedicated.

Pacific Gas & Electric, AT&T, Comcast, and the City of Lodi Electric Utility and Fire Departments, as well as the Water and Wastewater Divisions of the Public Works Department, have approved the abandonment of the ten-foot public utility easement.

The Public Works Department therefore recommends that the request to abandon the ten-foot public utility easement be granted without referral to the Planning Commission or the normal posting, publishing and public hearing.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Richard C. Prima, Jr.
Public Works Director

Prepared by Jeannie Matsumoto, Senior Engineering Technician
RCP/JM/pmf
Attachment

APPROVED: _____
Blair King, City Manager

RESOLUTION NO. 2007-_____

A RESOLUTION OF THE LODI CITY COUNCIL
VACATING PUBLIC UTILITY EASEMENT AT 975 SOUTH
FAIRMONT AVENUE AND 1200 WEST VINE STREET

=====

WHEREAS, on April 8, 1974, there was dedicated a ten-foot easement for public utilities located at 975 South Fairmont Avenue and 1200 West Vine Street, Lodi, California, more particularly described as follows and delineated on the attached map marked Exhibit A:

A strip of land 10.00 feet in width the centerline described as follows:
Beginning at a point in the East line of Ham Lane, said point lying 174.50 feet South of the South line of Vine Street; then North 59° 42' 30" East, 50.10 feet; thence South 87° 43' 30" East, 457 .00 feet; thence South 15° 03' 30" East, 110.00 feet to the Southeasterly terminus of said 10.00 foot strip of land.

WHEREAS, the owners of the property have requested that the City of Lodi abandon the ten-foot easement; and

WHEREAS, this easement has not been used for the purpose for which it was dedicated; and

WHEREAS, the Streets and Highways Code of the State of California §8333 provides that the legislative body of a local agency may summarily vacate a public service easement if the easement has not been used for the purpose for which it was dedicated or acquired for five consecutive years immediately preceding the proposed vacation and the easement has been superceded by relocation and there are no other public facilities located within the easement; and

WHEREAS, pursuant to the requirements of Government Code §27288.1, the names of the owners of the title or interest in 975 South Fairmont Avenue and 1200 West Vine Street as it appeared at the time and in the document creating the interest, right, or encumbrance is as follows:

Owner: Lodi Memorial Hospital Association, Inc., a non-profit California Corporation

WHEREAS, in accordance with Streets and Highways Code §8300 et seq., it is the desire of the City Council of the City of Lodi to vacate such easement.

NOW, THEREFORE, BE IT RESOLVED by the Lodi City Council as follows:

1. That the public utility easement located at 975 South Fairmont Avenue and 1200 West Vine Street be vacated; and
2. That from and after the date this resolution is recorded, such easement will no longer constitute a public service easement.

Dated: September 5, 2007

=====

I hereby certify that Resolution No. 2007-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held September 5, 2007, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2007-_____



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Amending Traffic Resolution No. 97-148 to Modify Street Permit Parking Restrictions for Zone A (Near Pacific Coast Producers)

MEETING DATE: September 5, 2007

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt a resolution amending Traffic Resolution No. 97-148 Section 3C (1) and Section 6A, modifying street permit parking restrictions for Zone A (near Pacific Coast Producers), as shown in Exhibit A.

BACKGROUND INFORMATION: The purpose of the permit parking program is to restrict employees from parking in the residential parking areas and encourage them to park in employee parking lots. Currently, the Traffic Resolution describes the permit parking areas, how the permits are issued to qualified applicants, permit term, and fee.

With the recent changes in operations at Pacific Coast Producers (PCP), the Police Department staff requested we review reducing the permit parking area (Zone A) adjacent to PCP. The Police Department enforces this area and received complaints from residents that the parking restriction was not needed in certain areas since they have fewer employees working at the Stockton Street PCP. Staff discussed the operations with PCP and confirmed the permit area could be reduced. In addition, parking enforcement has requested the no-parking hour restrictions be changed given the change in PCP shifts. At this time, the intent is to reduce the permit area as shown in the attached Exhibit A and change the no-parking restriction to 8 a.m. to 9 a.m. and 2 p.m. to 3 p.m. Currently, the signs restrict no-parking from 8 a.m. to 9 a.m., 3 p.m. to 4 p.m., and 3 a.m. to 4 a.m. The attached Traffic Resolution amendment presents the proposed changes.

FISCAL IMPACT: Since the permit parking area will be reduced, there will be a reduction in maintenance cost.

FUNDING AVAILABLE: Cost to remove sign posts (approximately \$4,600) can be absorbed in the Street Maintenance operating budget. Long-term reduced enforcement costs will offset the sign removal cost.

Kirk Evans, Budget Manager

Richard C. Prima, Jr.
Public Works Director

Prepared by Senior Traffic Engineer Paula Fernandez

RCP/PJF/pmf

Attachments

cc: City Attorney
Lt. Bill Barry and Sgt. Steve Carillo
PCP Administration

Streets and Drainage Manager
City Engineer
Affected Property Owners/Residents

Police Chief
Senior Traffic Engineer

APPROVED: _____
Blair King, City Manager

RESOLUTION NO. 2007-_____

A RESOLUTION OF THE LODI CITY COUNCIL AMENDING
TRAFFIC RESOLUTION NO. 97-148 SECTIONS 3 AND 6,
AUTHORIZING THE PUBLIC WORKS DIRECTOR TO
MODIFY STREET PARKING RESTRICTIONS FOR
ESTABLISHED PERMIT PARKING AREAS

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby amends Traffic Resolution No. 97-148 Sections 3 and Section 6, modifying the street parking restrictions for established permit parking areas as shown on Exhibit A attached, to read as follows:

Section 3 – Street Parking Restrictions

- C. The following portions of streets shall have no parking for the duration indicated and shall be designated by appropriate signs or markings. Unless otherwise designated, this restriction applies every day except Sundays and holidays. The City Manager shall establish the parking restriction duration and designate areas with appropriate signs in accordance with City policies and applicable laws.* (*Applies to parking duration in the vicinity of PCP.)

1. No parking during the following times, every day:

8:00 a.m. to 9:00 a.m.

2:00 p.m. to 3:00 p.m.

Stockton Street (east side) from Mission Street to Vine Street and Tokay Street to Flora Street

Redwood Street from Stockton Street to Washington Street

Maple Street from Stockton Street to Washington Street

Cherry Street from Stockton Street to Washington Street

Vine Street from Stockton Street to Washington Street

(See Permit Parking Area, Zone A)

Section 6 – Permit Parking

- A. The following streets or portions of streets are hereby established as preferential parking areas in accordance with the City Traffic Ordinance:

Zone A – South Stockton Street Cannery Area

Stockton Street (east side) from Mission Street to Vine Street and Tokay Street to Flora Street

Redwood Street from Stockton Street to Washington Street

Maple Street from Stockton Street to Washington Street

Cherry Street from Stockton Street to Washington Street

Vine Street from Stockton Street to Washington Street

Vehicles displaying valid Zone A permits are exempt from the street parking restrictions described in Section 3.B.1. of this resolution.

Dated: September 5, 2007

=====

I hereby certify that Resolution No. 2007-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held September 5, 2007, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

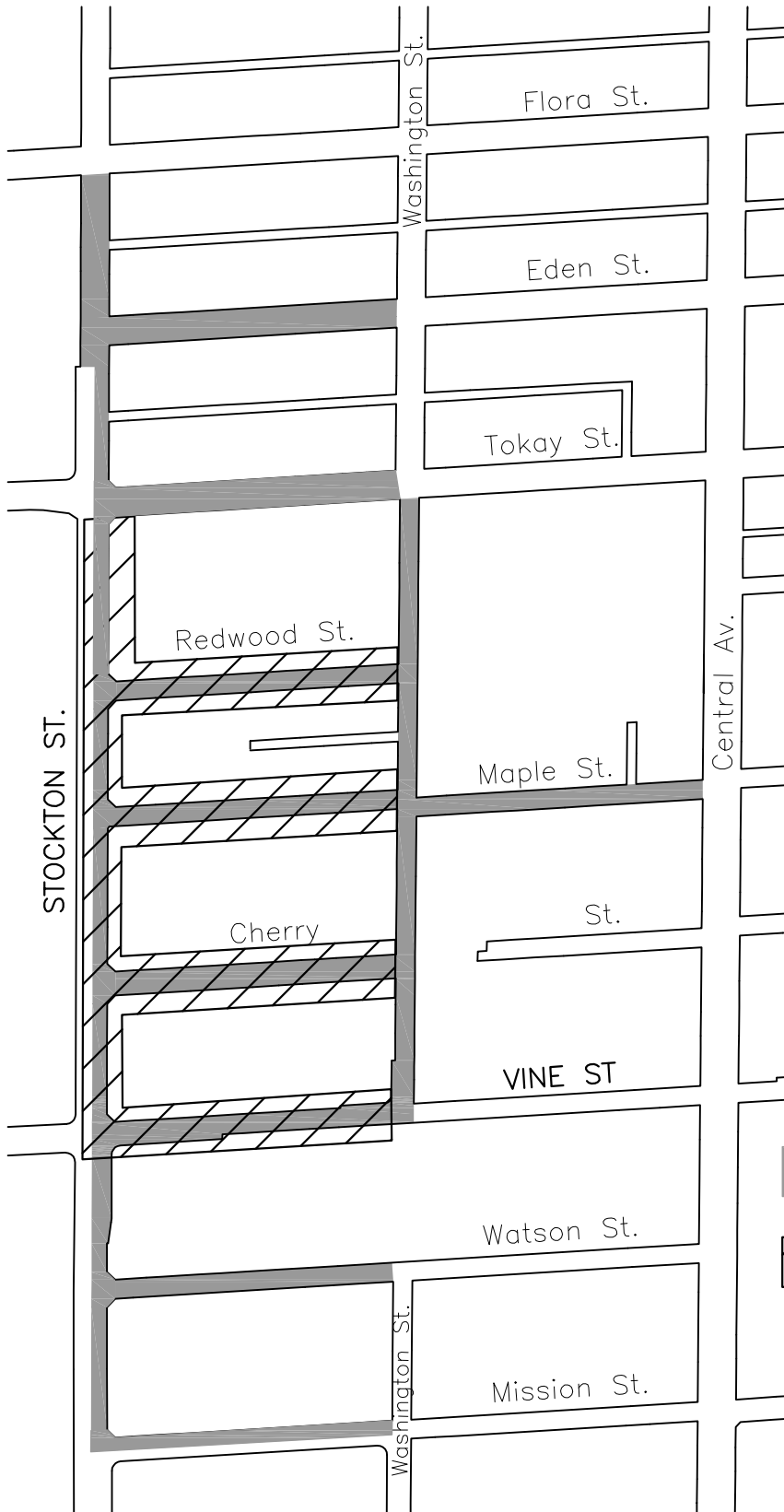
2007-_____



CITY OF LODI

PUBLIC WORKS DEPARTMENT

ZONE A PARKING RESTRICTION MODIFICATION



LEGEND



– Existing Permit
Parking Area



– Proposed Permit Parking
Area to Remain



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution in Support of the City of Lodi Electric Utility's Energy Efficiency Program Targets, as Mandated by State Law (EUD)

MEETING DATE: September 5, 2007

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Adopt a resolution in support of the City of Lodi Electric Utility's Energy Efficiency Program Targets, as mandated by State Law.

BACKGROUND INFORMATION: Assembly Bill (AB) 2021 was signed into law last September. This new state law requires each publicly-owned utility to establish, on a triennial basis, individual utility targets for energy conservation over the next ten years. This information is a key input to the California Energy Commission (CEC), which is required to establish a statewide energy efficiency target, consulting with each of the publicly-owned utilities, as well as the investor-owned utilities, and the California Public Utilities Commission (CPUC).

In order to establish these energy efficiency targets, the Northern California Power Agency (NCPA), Southern California Public Power Authority (SCPPA) and the California Municipal Utilities Association (CMUA) joined forces to retain a firm that would conduct the analytical work required to assist each publicly-owned utility (like Lodi) in developing the actual target. The Rocky Mountain Institute (RMI) was the selected vendor for this work. RMI then created a computer-modeling tool that was used by each publicly-owned utility in the development of their individual energy efficiency targets. This process took all of the utilities several months to complete. Once each utility had developed their individual target, the information was collected by NCPA/SCPPA/CMUA and submitted to the CEC in late June of this year. Lodi's energy efficiency program target for the next ten years (2007 to 2016) is 20,001-megawatt hours (MWh) of electricity, an approximate 39 percent increase over current energy efficiency levels.

The final element required under AB2021 is for each utility to receive local governing board support of their individual energy conservation target. This must be completed by September 30, 2007.

By way of this Council Communication and the attached resolution, the Electric Utility Department respectfully recommends approval of Lodi's energy efficiency (aka conservation) program target, and this resolution in order to be in compliance with state law.

FISCAL IMPACT: In order to meet the energy efficiency target, it is anticipated that approximately \$550,000 per year will need to be expended *annually* over the ensuing ten-year period. The effect of this expenditure is effectively zero, as these funds are already being collected and allocated annually from the Lodi Public Benefits Program under the category of demand-side management, as well as administrative program support.

APPROVED: _____
Blair King, City Manager

FUNDING: Lodi Public Benefits Program Fund

George F. Morrow
Electric Utility Director

Prepared By: Rob Lechner, Manager, Customer Service and Programs

GFM/RSL/lst

Attachment

RESOLUTION 2007-_____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING
THE ESTABLISHMENT OF THE LODI ELECTRIC UTILITY
ENERGY EFFICIENCY PROGRAM TARGETS

=====

WHEREAS, California Assembly Bill 2021 (Section 25310 of the Public Resources Code) requires all publicly-owned utilities to identify all potentially achievable cost effective electricity efficiency savings and establish annual targets for energy efficiency savings and demand reduction for the next ten-year period; and

WHEREAS, each publicly-owned utility is required to adopt those targets by September 30, 2007, and to report adopted targets to the California Energy Commission; and

WHEREAS, it is important that there is broad-based public power compliance with Assembly Bill 2021 on a statewide basis; and

WHEREAS, Northern California Power Agency, California Municipal Utilities Association, and Southern California Public Power Agency contracted with the Rocky Mountain Institute, an independent organization with well accepted energy efficiency expertise in the energy industry; and

WHEREAS, the Rocky Mountain Institute provided a modeling tool to help publicly-owned utilities identify energy savings potential and establish energy efficiency program targets; and

WHEREAS, the Lodi Electric Utility utilized the modeling tool and established energy efficiency and demand reduction targets for the next ten years (2007-2016) to be 20,001-megawatt hours (MWh) of electricity, an approximate 39 percent increase over current energy efficiency levels.

NOW, THEREFORE BE IT RESOLVED that the Lodi City Council hereby adopts the Lodi Electric Utility's annual electric energy efficiency program targets for energy savings and demand reduction, as shown on Exhibit A attached hereto.

Dated: September 5, 2007

=====

I hereby certify that Resolution No. 2007-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held September 5, 2007, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2007-_____

Lodi Electric Utility

			2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	
Technical Energy Efficiency Potential	Energy (MWh)	System Total	57,327	64,010	68,584	73,050	77,846	82,957	87,621	92,635	97,834	104,120	
		Residential	30,766	34,084	36,566	38,861	41,254	43,788	46,267	48,905	51,598	55,406	
		Commercial	26,562	29,925	32,018	34,189	36,592	39,170	41,354	43,730	46,236	48,713	
		Conventional Industrial	0	0	0	0	0	0	0	0	0	0	
		Data Centers	0	0	0	0	0	0	0	0	0	0	
		Semiconductor Manufacturers	0	0	0	0	0	0	0	0	0	0	
		Labs	0	0	0	0	0	0	0	0	0	0	
		System Total	9	10	11	12	13	13	14	15	16	17	
	Demand (MW)	Residential	5	6	6	7	7	8	8	9	10	10	
		Commercial	4	4	5	5	5	6	6	6	7	7	
		Conventional Industrial	0	0	0	0	0	0	0	0	0	0	
		Data Centers	0	0	0	0	0	0	0	0	0	0	
		Semiconductor Manufacturers	0	0	0	0	0	0	0	0	0	0	
		Labs	0	0	0	0	0	0	0	0	0	0	
Cost-Effective Energy Efficiency Potential		System Total	39,265	43,323	45,850	48,658	51,629	54,759	57,570	60,581	63,618	67,565	
		Residential	18,849	20,726	21,874	23,062	24,278	25,554	26,757	28,032	29,310	31,419	
	Commercial	20,416	22,596	23,976	25,596	27,351	29,205	30,813	32,549	34,308	36,147		
	Conventional Industrial	0	0	0	0	0	0	0	0	0	0		
	Data Centers	0	0	0	0	0	0	0	0	0	0		
	Semiconductor Manufacturers	0	0	0	0	0	0	0	0	0	0		
	Labs	0	0	0	0	0	0	0	0	0	0		
	System Total	5	6	6	7	7	8	8	9	9	10		
Demand (MW)	Residential	3	3	3	3	4	4	4	4	4	5		
	Commercial	3	3	3	3	4	4	4	4	5	5		
	Conventional Industrial	0	0	0	0	0	0	0	0	0	0		
	Data Centers	0	0	0	0	0	0	0	0	0	0		
	Semiconductor Manufacturers	0	0	0	0	0	0	0	0	0	0		
	Labs	0	0	0	0	0	0	0	0	0	0		
	Feasible Targets	Energy (MWh)	System Total	2,000	4,000	6,000	8,001	10,001	12,001	14,001	16,001	18,001	20,001
		Demand (MW)	System Total	0.2	0.5	0.7	1.0	1.2	1.5	1.7	2.0	2.2	2.5
Impact on Forecasted Consumption and Demand	Energy (MWh)	Baseline Energy Forecast	473,890	488,143	492,770	501,518	511,123	521,643	529,433	538,375	547,369	557,864	
		After Feasible Targets	471,890	484,143	486,770	493,518	501,122	509,643	515,432	522,374	529,368	537,862	
		After All Cost-Effective	434,625	444,821	446,920	452,860	459,494	466,884	471,863	477,794	483,752	490,298	
		After Technical	416,563	424,133	424,186	428,468	433,276	438,686	441,813	445,739	449,535	453,744	
	Demand (MW)	Baseline Demand Forecast	134	138	139	142	145	148	150	152	155	158	
		After Feasible Targets	134	138	139	141	143	146	148	150	153	155	
		After All Cost-Effective	129	132	133	135	137	140	142	144	146	148	
		After Technical	125	128	128	130	132	134	135	137	139	141	
Average Annual Impact on Forecasted Consumption and Demand	Energy (MWh)	Average Annual <u>Technical</u> Potential	2.02%										
		Average Annual <u>Cost-Effective</u> Potential	1.31%										
		Average Annual <u>Feasible</u> Targets	0.39%										
	Demand (MW)	Average Annual <u>Technical</u> Potential	1.18%										
		Average Annual <u>Cost-Effective</u> Potential	0.65%										
		Average Annual Feasible Targets	0.17%										



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Set Public Hearing for September 19, 2007 to introduce the *Lodi Solar Rebate Program*, to become effective January 1, 2008 (EUD)

MEETING DATE: September 5, 2007

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Set a Public Hearing for September 19, 2007 to introduce the *Lodi Solar Rebate Program*, to become effective January 1, 2008.

BACKGROUND INFORMATION: Senate Bill (SB) 1, otherwise known as the 'California Solar Initiative' or CSI, was enacted into state law in August 2006. In short, the CSI requires ALL electric service providers in the state to maintain a rebate program for the installation of eligible* photovoltaic/solar systems on residential, commercial and industrial customer sites. The official start date of the CSI is January 1, 2008, and the program is mandated for 10 consecutive years. The new law requires utilities, like Lodi Electric Utility, to present its proposed solar rebate program to its governing board prior to the start-up date in January of 2008. The CSI also requires utilities to provide a rebate of no less than \$2.80/watt in year one, and then, the rebate level drops by 7% each year thereafter.

The state-wide municipal utility share of the CSI for ten years is \$784 million, as established by the legislation. Lodi's municipal utility percentage share of the CSI is 0.79%, which is approximately \$6 million over ten years, based on energy sales during fiscal year 2005-2006. Lodi's obligation to provide rebates for the CSI are limited to this amount. The proposed Lodi Solar Rebate Pilot Program would budget and limit expenditures for this program at \$600,000 per year.

In order to distribute the available rebate dollars in a fair and equitable manner, the following is being recommended:

- utilize the 2008 calendar year (or year one of the CSI) as a pilot project year; staff will report back to Council in January 2009 on how the first year program has progressed, and recommend any changes at that time;
- distribute the first year program rebate budget by 2006 calendar year utility megawatt hour sales by customer class; thus for 2008, this would mean 25% of the \$600,000 budget be allocated for residential rebates (equaling \$150,000) and 75% for all non-residential rebates (equaling \$450,000);
- approval of proposed program specifics as per attachment A; and
- provide rebates on a first-come, first-served basis; should any particular customer class NOT utilize funding by November 1, 2008, then customers from another rate class may access those rebate funds.

APPROVED: _____
Blair King, City Manager

Set Public Hearing for September 19, 2007 to introduce the *Lodi Solar Rebate Program*, to become effective January 1, 2008 (EUD)
September 5, 2007
Page 2 of 2

*Eligible solar projects: under the new state law, ALL solar systems must have a minimum warranty of 20 years; this warranty must cover both the photovoltaic/solar panels as well as the system inverter.

FISCAL IMPACT: The Electric Utility will spend up to \$600,000 per calendar year to implement the state-mandated solar rebate program in Lodi.

FUNDING: Electric Utility is proposing a rate surcharge to fund this state-mandated program without impact on any other programs.

Kirk Evans, Budget Manager

George F. Morrow
Electric Utility Director

Prepared By: Rob Lechner, Manager, Customer Service & Programs

GFM/RSL/lst

Attachment

Lodi Solar Rebate Pilot Project

- Effective date: January 1, 2008 to December 31, 2017
- Annual rebate/incentive budget: \$600,000
- Rebates only provided for systems installed AFTER January 1, 2008 forward
- Rebates provided *after* system is installed and confirmed operational by Electric Utility Department
- Customer may apply for a rebate before installation. A rebate application will hold the customer's place in line for available funds for up to sixty (60) days AFTER receipt of rebate application (if system is NOT installed, approved and operational within the 60 day period, customer must re-apply for rebate funding)
- Rebate starts @ \$2.80/watt (year 1); decreases by 7% each year after
- Maximum rebate is up to \$375,000 per system, with a cap payment of \$75,000 per customer per year until entire rebate commitment is paid*
- Panels installed per LEU engineering specifications
- Should any rate class (residential or non-residential) fail to utilize funding by November 1, 2008, then customers from another rate class may access those rebate funds
- **Residential Customers**:**
 - customer must consent to on-site energy audit
- **ALL Non-Residential Customers:**
 - customer is encouraged to conduct on-site energy audit

* Example ONE: if a customer installs a 100 kW system in year 1 of the program, the total rebate would be \$280,000; the first rebate installment would be \$75,000, second installment would be \$75,000, third installment would be \$75,000, and fourth installment would be \$55,000

Example TWO: if a customer installs a 100 kW system in year 8 of the program, the total rebate would be \$167,000 (rebate level decreases by 7% annually; in year 8 of the program, the rebate level is \$1.67/watt); the first rebate installment would be \$75,000, the second installment would be \$75,000 and the third installment would be \$17,000

Example THREE: if a customer installs a 100 kW system in year 9 of the program, the total rebate would be \$155,000 (rebate level decreases by 7% annually; in year 9 of the program, the rebate level is \$1.55/watt); the first rebate installment would be \$75,000, the second installment would be \$75,000 and there would NOT be a third installment (\$5,000) because the program would be concluded

** Systems larger than 10kW do not qualify for net metering; these systems will be charged using co-metering



CITY OF LODI

COUNCIL COMMUNICATION

TM

AGENDA TITLE: Set Public Hearing for September 19, 2007 to introduce ordinance amending Chapter 13.20, "Electrical Service," by adding new Schedule CSS (California Solar Initiative Surcharge) to become effective December 1, 2007 (EUD)

MEETING DATE: September 5, 2007

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Set Public Hearing for September 19, 2007 to introduce ordinance amending Chapter 13.20, "Electrical Service," by adding new Schedule CSS (California Solar Initiative Surcharge). It is recommended that implementation be effective December 1, 2007. This surcharge will serve as the funding mechanism for the state-mandated solar program.

BACKGROUND INFORMATION: California Senate Bill 1 (SB1), known as the California Solar Initiative (CSI), was chaptered into state law in August 2006. The CSI requires all electric service providers in the state to establish a rebate program for the installation of photovoltaic/solar systems on residential, commercial and industrial customer sites. The CSI must begin no later than January 1, 2008 and is mandated for ten consecutive years. Rebates are required to be no less than \$2.80 per watt in year one, then dropping by 7% each year thereafter.

The state-wide municipal utility share of the CSI for ten years is \$784 million, as established by the legislation. Lodi's municipal utility percentage share of the CSI is 0.79%, which is approximately \$6 million over ten years, based on energy sales during fiscal year 2005-2006. Lodi's obligation to provide rebates for the CSI are limited to this amount. The proposed Lodi Solar Rebate Pilot Program would limit expenditures for this program at \$600,000 per year. This would require funding at approximately one-eighth cent per kilowatt-hour of retail sales ($\$600,000.00 \div 480,000,000 \text{ kWh} = \0.00125).

For an average residential customer paying about \$117 per month for electricity, the proposed surcharge would add about 80 cents to the bill.

The CSI allows utilities to fund their solar rebate program via a rate surcharge. It is proposed that a flat per kWh rate surcharge, initially \$0.00125, be established to fund the mandated program. Other funding sources were considered besides the recommended surcharge. These included:

- No surcharge: The use of existing funds would put the fund balance as well as our recently improved credit rating at risk.
- Use of Public Benefit Funds: The legislation does not allow for a reduction in the dollars currently expended on existing public benefit programs to fund the CSI program.

FISCAL IMPACT: A California Solar Initiative Surcharge of one-eighth cent per kilowatt-hour (\$0.00125/kWh) would collect approximately \$600,000 per calendar year to fund the state-mandated solar rebate program in Lodi.

FUNDING: Not applicable.

George F. Morrow, Electric Utility Director

Prepared By: Sondra Huff, Sr. Rate Analyst

APPROVED: _____
Blair King, City Manager



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Set Public Hearing for September 19, 2007, to Consider Unmet Transit Needs in Lodi

MEETING DATE: September 5, 2007

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Set a public hearing for the regularly scheduled Council meeting of September 19, 2007, to consider unmet transit needs in Lodi.

BACKGROUND INFORMATION: These public hearings are an annual requirement of the Transportation Development Act regulations. The San Joaquin Regional Transit District is sponsoring several upcoming Unmet Transit Needs hearings to discuss unmet transit needs in San Joaquin County, including Lodi. Any comments received from those meetings will be communicated to City staff. It should be noted that many of the comments are given directly via email to San Joaquin Council of Governments staff throughout the year.

FISCAL IMPACT: This hearing is required in accordance with the Transportation Development Acts the transit system utilizes for operations and capital.

FUNDING AVAILABLE: None required.

Richard C. Prima, Jr.
Public Works Director

Prepared by Tiffani M. Fink, Transportation Manager

RCP/TMF/pmf

cc: Tanisha Taylor, San Joaquin Council of Governments
Lesley Miller, San Joaquin Council of Governments

APPROVED: _____
Blair King, City Manager

Comments by the public on non-agenda items

THE TIME ALLOWED PER NON-AGENDA ITEM FOR COMMENTS MADE BY THE PUBLIC IS LIMITED TO FIVE MINUTES.

The City Council cannot deliberate or take any action on a non-agenda item unless there is factual evidence presented to the City Council indicating that the subject brought up by the public does fall into one of the exceptions under Government Code Section 54954.2 in that (a) there is an emergency situation, or (b) the need to take action on the item arose subsequent to the agenda's being posted.

Unless the City Council is presented with this factual evidence, the City Council will refer the matter for review and placement on a future City Council agenda.

Comments by the City Council Members on non-agenda items



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Conduct a Public Hearing to consider the introduction of an ordinance amending Chapter 13.20, "Electrical Service," Section 13.20.210 Schedule EM (Mobile Home Park Service) to become effective November 1, 2007 (EUD)

MEETING DATE: September 5, 2007

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Conduct a Public Hearing to consider the introduction of an ordinance amending Chapter 13.20, "Electrical Service," Section 13.20.210 Schedule EM (Mobile Home Park Service) to become effective November 1, 2007.

BACKGROUND INFORMATION: At its meeting of June 6, 2007, the City Council adopted Ordinance No. 1798 amending Chapter 13.20, "Electrical Service", by repealing and reenacting Section 13.20.210, Schedule EM, relating to mobile home park service rates. This rate became effective on July 6, 2007.

Following the June 6, 2007 meeting, the mobile home park owners contacted staff to request clarification of some of the conditions in the rate schedule. Their items of concern included:

- Clarification that the monthly Meter Discount is to be based on a 365-day year as opposed to a 30-day month.
- Clarification of the discounts allowed to fixed income, medical and SHARE customers.
- Clarification that the tenants of the mobile home parks are to be billed using the same rate schedule (tiers) as that used to bill the park owner.

The meter discount is now more clearly described as one twelfth of a discount amount based on a 365-day year. Required notification to the City of the number of occupied pads is now by the 5th day of each month; this should be simpler than the old requirement of "within 15 days".

The discount programs are now all included in Special Conditions (d) (e) and (f) of the rate schedule. No changes have been made to the discount programs, they are now more concise and all within Special Conditions.

Special Condition (g) describes the applicable rate schedules for tenants and makes it clear that tenants are to be billed using all applicable tiers of the Schedule EM Rates based on their individual kWh usage.

The proposed EM Schedule is attached.

FISCAL IMPACT: None.

APPROVED: _____
Blair King, City Manager

FUNDING: Not Applicable.

George F. Morrow
Electric Utility Director

Prepared By: Sondra Huff, Senior Rate Analyst

GFM/SH/lst

Attachment



CITY OF LODI

ELECTRIC UTILITY DEPARTMENT

SCHEDULE EM

MOBILE HOME PARK SERVICE

APPLICABILITY:

This schedule is applicable to service supplied to mobile home parks through one meter and sub-metered to all individual mobile home units.

RATES:

Minimum Charge.....\$5.00

Energy Charge is by Tier of kWh usage:

	<u>Tier 1</u> (Baseline)	<u>Tier 2</u> (101-130% of baseline)	<u>Tier 3</u> 131-200% of baseline)	<u>Tier 4</u> (201-300% of baseline)	<u>Tier 5</u> (Over 300% of baseline)
\$/kWh	\$0.1420	\$0.1450	\$0.2235	\$0.3180	\$0.3300

Summer (May through October) Energy Tiers

	<u>Tier 1</u> (Baseline)	<u>Tier 2</u> (101-130% of baseline)	<u>Tier 3</u> 131-200% of baseline)	<u>Tier 4</u> (201-300% of baseline)	<u>Tier 5</u> (Over 300% of baseline)
Beginning Tier kWh/month	0	482	626	963	>1,443
Ending Tier kWh/month	481	625	962	1,443	

Winter (November through April) Energy Tiers

	<u>Tier 1</u> (Baseline)	<u>Tier 2</u> (101-130% of baseline)	<u>Tier 3</u> 131-200% of baseline)	<u>Tier 4</u> (201-300% of baseline)	<u>Tier 5</u> (Over 300% of baseline)
Beginning Tier kWh/month	0	392	509	783	>1,173
Ending Tier kWh/month	391	508	782	1,173	

MASTER METER / SUB-METER DISCOUNT:

For each occupied mobile home park unit, the park owner will receive a discount in the same amount as allowed to PG&E by the California Public Utilities Commission for the nearest geographic area, expressed as one twelfth of a discount amount based on a 365 day year.

Effective November 1, 2007
Ordinance No. 1798

ENERGY COST AJUSTMENT (ECA):

An energy cost adjustment shall be included in each bill for service as provided in Section 13.20.175 Schedule ECA – Energy Cost Adjustment.

BILLING CYCLE CHARGE (MONTHLY BILL):

The Billing Cycle Charge is the higher of the Minimum Charge or the sum of the Energy Charge, the Discount and the ECA.

SPECIAL CONDITIONS:

- (a) This rate is available only for mobile home park master metering in service prior to March 31, 1989.
- (b) It is the responsibility of the master-metered customer to notify the City Finance Department by the 5th day of each month of any change in the number of occupied mobile home park units wired for service on the first day of that month.
- (c) Miscellaneous electric loads such as general lighting, laundry rooms, general maintenance, and other similar use incidental to the operation of the premises as a multi-family accommodation will be considered domestic use.
- (d) For the master-metered Customer to qualify for Single Household Alternative Rate for Energy (SHARE) and/or the Residential Medical Discount, the qualified sub-metered tenants of the master-metered Customer must submit the applicable application(s), including the tenant's unit number, to the City of Lodi Finance Department. The City of Lodi Finance Department will notify the master-metered Customer in writing of the tenant's certification for these programs.
- (e) For tenants who are on fixed incomes below \$45,000 annually and who are over 62 years of age, and do not qualify for any other discount, a discount of 5% of the qualifying tenant's electric bill (Fixed Income Discount) shall be provided to the master-metered Customer. Procedures as to qualification will be established by the Electric Utility Department.
- (f) The master-metered customer, not the City of Lodi, is responsible for extending the SHARE, Residential Medical Discount, and Fixed Income Discount to tenants certified to receive them. If verification establishes that the SHARE, Residential Medical Discount, or Fixed Income Discount tenant is ineligible, the tenant will be removed from the master-metered Customer's qualified tenants and the City of Lodi may render corrective billings.
- (g) The master-metered Customer shall not bill any sub-metered tenant more than that tenant would be billed if that tenant were an individual customer of the City of Lodi. For a qualifying SHARE tenant, the master-metered Customer shall bill the qualifying tenant at the applicable rates equivalent to Schedule ED, Residential SHARE Program Service. For a tenant qualifying for a Residential Medical Discount, the master-metered Customer shall bill the qualifying tenant in accordance with the provisions of Schedule MR, Residential Medical Discount. For tenants qualifying for a Fixed Income Discount, the master-metered Customer shall bill the qualifying tenant in accordance with the provisions of paragraph (e) herein. A tenant not qualified for any of the above discounts shall be billed using the same rate schedule that the City bills the park owner (e.g., in accordance with the section titled "Rates" herein), excepting the Master Meter / Sub-Meter Discount shall not be provided to tenants.
- (h) The master-meter/sub-meter rate discount provided herein prohibits further recovery by mobile home park owners for the costs of owning, operating and maintaining their electric sub-metered system.

Effective November 1, 2007
Ordinance No. 1798

SCHEDULE EM

MOBILE HOME PARK SERVICE

- (i) Upon request, mobile home park owners must submit copies of their tenant billings to the City of Lodi for auditing to ensure compliance with this rate tariff, provided however that such requests shall not be made more often than semi-annually.

ORDINANCE NO.

AN ORDINANCE OF THE LODI CITY COUNCIL
AMENDING CHAPTER 13.20, "ELECTRICAL SERVICE,"
BY REPEALING AND REENACTING SECTION 13.20.210,
SCHEDULE EM, RELATING TO MOBILE HOME PARK
SERVICE RATES

=====

BE IT ORDAINED BY THE LODI CITY COUNCIL AS FOLLOWS:

SECTION 1. Lodi Municipal Code Section 13.20.210 is hereby repealed and reenacted to read as follows:

APPLICABILITY:

This schedule is applicable to service supplied to mobile home parks through one meter and sub-metered to all individual mobile home units.

RATES:

Minimum Charge\$5.00

Energy Charge is by Tier of kWh usage:

	<u>Tier 1</u> (Baseline)	<u>Tier 2</u> (101-130% of baseline)	<u>Tier 3</u> 131-200% of baseline)	<u>Tier 4</u> (201-300% of baseline)	<u>Tier 5</u> (Over 300% of baseline)
\$/kWh	\$0.1420	\$0.1450	\$0.2235	\$0.3180	\$0.3300

Summer (May through October) Energy Tiers

	<u>Tier 1</u> (Baseline)	<u>Tier 2</u> (101-130% of baseline)	<u>Tier 3</u> 131-200% of baseline)	<u>Tier 4</u> (201-300% of baseline)	<u>Tier 5</u> (Over 300% of baseline)
Beginning Tier kWh/month	0	482	626	963	>1,443
Ending Tier kWh/month	481	625	962	1,443	

Winter (November through April) Energy Tiers

	<u>Tier 1</u> (Baseline)	<u>Tier 2</u> (101-130% of baseline)	<u>Tier 3</u> 131-200% of baseline)	<u>Tier 4</u> (201-300% of baseline)	<u>Tier 5</u> (Over 300% of baseline)
Beginning Tier kWh/month	0	392	509	783	>1,173
Ending Tier kWh/month	391	508	782	1,173	

MASTER METER / SUB-METER DISCOUNT:

For each occupied mobile home park unit, the park owner will receive a discount in the same amount as allowed to PG&E by the California Public Utilities Commission for the nearest geographic area, expressed as one twelfth of a discount amount based on a 365 day year.

ENERGY COST ADJUSTMENT (ECA):

An energy cost adjustment shall be included in each bill for service as provided in Section 13.20.175 Schedule ECA – Energy Cost Adjustment.

BILLING CYCLE CHARGE (MONTHLY BILL):

The Billing Cycle Charge is the higher of the Minimum Charge or the sum of the Energy Charge, the Discount and the ECA.

SPECIAL CONDITIONS:

- (a) This rate is available only for mobile home park master metering in service prior to March 31, 1989.
- (b) It is the responsibility of the master-metered customer to notify the City Finance Department by the 5th day of each month of any change in the number of occupied mobile home park units wired for service on the first day of that month.
- (c) Miscellaneous electric loads such as general lighting, laundry rooms, general maintenance, and other similar use incidental to the operation of the premises as a multi-family accommodation will be considered domestic use.
- (d) For the master-metered Customer to qualify for Single Household Alternative Rate for Energy (SHARE) and/or the Residential Medical Discount, the qualified sub-metered tenants of the master-metered Customer must submit the applicable application(s), including the tenant's unit number, to the City of Lodi Finance Department. The City of Lodi Finance Department will notify the master-metered Customer in writing of the tenant's certification for these programs.
- (e) For tenants who are on fixed incomes below \$45,000 annually and who are over 62 years of age, and do not qualify for any other discount, a discount of 5% of the qualifying tenant's electric bill (Fixed Income Discount) shall be provided to the master-metered Customer. Procedures as to qualification will be established by the Electric Utility Department.
- (f) The master-metered customer, not the City of Lodi, is responsible for extending the SHARE, Residential Medical Discount, and Fixed Income Discount to tenants certified to receive them. If verification establishes that the SHARE, Residential Medical Discount, or Fixed Income Discount tenant is ineligible, the tenant will be removed from the master-metered Customer's qualified tenants and the City of Lodi may render corrective billings.
- (g) The master-metered Customer shall not bill any sub-metered tenant more than that tenant would be billed if that tenant were an individual customer of the City of Lodi. For a qualifying SHARE tenant, the master-metered Customer shall bill the qualifying tenant at the applicable rates equivalent to Schedule ED, Residential SHARE Program Service. For a tenant qualifying for a Residential Medical Discount, the master-metered Customer shall bill the qualifying tenant in accordance with the provisions of Schedule MR, Residential Medical Discount. For tenants qualifying for a Fixed Income Discount, the master-metered Customer shall bill the qualifying tenant in accordance with the provisions of paragraph (e) herein. A tenant not qualified for any of the above discounts shall be billed using the same rate schedule that the City bills the park owner (e.g., in accordance with the section titled "Rates" herein), excepting the Master Meter / Sub-Meter Discount shall not be provided to tenants.

- (h) The master-meter/sub-meter rate discount provided herein prohibits further recovery by mobile home park owners for the costs of owning, operating and maintaining their electric sub-metered system.
- (i) Upon request, mobile home park owners must submit copies of their tenant billings to the City of Lodi for auditing to ensure compliance with this rate tariff, provided however that such requests shall not be made more often than semi-annually.

SECTION 2. No Mandatory Duty of Care. This ordinance is not intended to and shall not be construed or given effect in a manner which imposes upon the City, or any officer or employee thereof, a mandatory duty of care towards persons or property within the City or outside of the City so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

SECTION 3. Severability. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this ordinance are severable. The City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof.

SECTION 4. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

SECTION 5. This ordinance shall be published pursuant to law and shall become effective 30 days from the date of passage and adoption.

SECTION 6. This amended Schedule referenced above shall be effective on applicable electric utility billings prepared by the City of Lodi on or after November 1, 2007, or the first date allowable under State law.

Approved this _____, 2007

BOB JOHNSON
MAYOR

ATTEST:

RANDI JOHL
City Clerk

State of California
County of San Joaquin, ss.

I, Randi Johl, City Clerk of the City of Lodi, do hereby certify that Ordinance No. _____ was

introduced at a regular meeting of the City Council of the City of Lodi held September 5, 2007, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held _____, 2007, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

I further certify that Ordinance No. ____ was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

RANDI JOHL
City Clerk

Approved to Form:

D. STEPHEN SCHWABAUER
City Attorney



***Please immediately confirm receipt
of this fax by calling 333-6702***

CITY OF LODI
P. O. BOX 3006
LODI, CALIFORNIA 95241-1910

ADVERTISING INSTRUCTIONS

SUBJECT: PUBLIC HEARING TO CONSIDER ORDINANCE AMENDING §13.20.210,
SCHEDULE EM (MOBILE HOME PARK SERVICE), TO BECOME
EFFECTIVE NOVEMBER 1, 2007

PUBLISH DATE: SATURDAY, AUGUST 18, 2007

LEGAL AD

TEAR SHEETS WANTED: Three (3) please

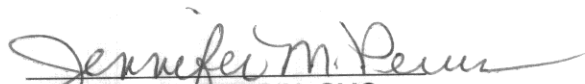
SEND AFFIDAVIT AND BILL TO:

RANDI JOHL, CITY CLERK
City of Lodi
P.O. Box 3006
Lodi, CA 95241-1910

DATED: THURSDAY, AUGUST 16, 2007

ORDERED BY:

RANDI JOHL
CITY CLERK


JENNIFER M. PERRIN, CMC
DEPUTY CITY CLERK

DANA R. CHAPMAN
ADMINISTRATIVE CLERK

Verify Appearance of this Legal in the Newspaper – Copy to File

LNS Faxed to the Sentinel at 369-1084 at 9:35am (time) on 8/17/07 (date) 2 (pages)
Phoned to confirm receipt of all pages at _____ (time) _____ JMP _____ DRC _____ (initials)



DECLARATION OF POSTING

PUBLIC HEARING NOTICE TO CONSIDER ORDINANCE AMENDING §13.20.210, SCHEDULE EM (MOBILE HOME PARK SERVICE), TO BECOME EFFECTIVE NOVEMBER 1, 2007

On Friday, August 17, 2007, in the City of Lodi, San Joaquin County, California, a Public Hearing Notice to consider ordinance amending §13.20.210, Schedule EM (Mobile Home Park Service), to become effective November 1, 2007 (attached and marked as Exhibit A), was posted at the following locations:


Lodi Public Library
Lodi City Clerk's Office
Lodi City Hall Lobby
Lodi Carnegie Forum

I declare under penalty of perjury that the foregoing is true and correct.

Executed on August 17, 2007, at Lodi, California.

ORDERED BY:

**RANDI JOHL
CITY CLERK**


JENNIFER M. PERRIN, CMC
DEPUTY CITY CLERK

DANA R. CHAPMAN
ADMINISTRATIVE CLERK



CITY OF LODI

Carnegie Forum
305 West Pine Street, Lodi

NOTICE OF PUBLIC HEARING

Date: September 5, 2007

Time: 7:00 p.m.

For information regarding this notice please contact:

Randi Johl

City Clerk

Telephone: (209) 333-6702

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on **Wednesday, September 5, 2007**, at the hour of 7:00 p.m., or as soon thereafter as the matter may be heard, the City Council will conduct a public hearing at the Carnegie Forum, 305 West Pine Street, Lodi, to consider the following matter:

- a) Introduction of an ordinance amending Chapter 13.20, "Electrical Service," by amending §13.20.210, Schedule EM (Mobile Home Park Service), to become effective November 1, 2007

Information regarding this item may be obtained in the Electric Utility Department, 1331 South Ham Lane, Lodi, (209) 333-6762. All interested persons are invited to present their views and comments on this matter. Written statements may be filed with the City Clerk, City Hall, 221 West Pine Street, 2nd Floor, Lodi, 95240, at any time prior to the hearing scheduled herein, and oral statements may be made at said hearing.

If you challenge the subject matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice or in written correspondence delivered to the City Clerk, 221 West Pine Street, at or prior to the close of the public hearing.

By Order of the Lodi City Council:

Randi Johl
City Clerk

Dated: August 15, 2007

Approved as to form:

D. Stephen Schwabauer
City Attorney



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Public Hearing to Receive Comments on and Consider Adopting Resolution Accepting the City of Lodi's Report on Water Quality Relative to Public Health Goals

MEETING DATE: September 5, 2007

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Conduct a public hearing to receive comments on and consider adopting a resolution accepting the required Report on Water Quality Relative to Public Health Goals. No other action is necessary.

BACKGROUND INFORMATION: Attached is a report prepared by staff comparing Lodi's drinking water with California EPA's public health goals (PHGs) and with the US EPA's maximum contaminant level goals (MCLGs). PHGs and MCLGs are not enforceable standards and no action to meet them is mandated.

California Code of Regulations, Title 22, Section 116470 mandates that a report be prepared every three years. The attached report is intended to provide information to the public in addition to the Annual Water Quality Report mailed to each customer in April 2007. On June 30, 2007, a public notice appeared in the *Lodi News Sentinel* to inform any interested party of the Public Health Goals Report and its availability. The Report is also posted on the City's website.

The law also requires that a public hearing be held (which can be part of a regularly scheduled public meeting) for the purpose of accepting and responding to public comment on the report. A notice of public hearing was published in the *Lodi News Sentinel* on August 4, 2007.

Our water system complies with all of the health-based drinking water standards and maximum contaminant levels (MCLs) as required by the California Department of Health Services and the US EPA. No additional actions are required or recommended.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Richard C. Prima, Jr.
Public Works Director

Prepared by Frank Beeler, Water/Wastewater Superintendent
RCP/FB/dsg
Attachments
cc: Charles E. Swimley, Water Services Manager
Frank Beeler, Water/Wastewater Superintendent

APPROVED: _____
Blair King, City Manager

RESOLUTION NO. 2007-_____

A RESOLUTION OF THE LODI CITY
COUNCIL ACCEPTING THE REQUIRED
REPORT ON WATER QUALITY RELATIVE
TO PUBLIC HEALTH

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby accept the required Report on Water Quality Relative to Public Health, as shown on Exhibit A attached hereto.

Dated: September 5, 2007

=====

I hereby certify that Resolution No. 2007-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held September 5, 2007, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2007-_____

CITY OF LODI
REPORT ON WATER QUALITY
RELATIVE TO PUBLIC HEALTH GOALS
JUNE, 2007

Background

Provisions of the California Health and Safety Code, Title 22, Section 116470, specify that larger water utilities (more than 10,000 service connections), are required to prepare a special report every three years detailing if their water quality measurements have exceeded any Public Health goals (PHGs). These are non-enforceable goals established by the Cal-EPA's Office of Environmental Health Hazard Assessment. As of January 1, 2007 Cal-EPA has adopted 93 PHGs. The law also requires that where Cal-EPA has not adopted a PHG for a constituent, the water suppliers are to use the enforceable Maximum Contaminant Level Goals (MCLGs) adopted by the United States Environmental Protection Agency (U.S. EPA). Only constituents which have a California primary drinking water standard and for which either a PHG or MCLG has been set are to be addressed per regulations.

The law specifies what information is to be provided in the report. If a constituent was detected in the water supply at a level exceeding an applicable PHG or MCLG, this report provides the information required by law. Included are:

- The numerical public health risk associated with the Maximum Contaminant Level (MCL) and the PHG or MCLG;
- The category or type of risk to health that could be associated with each constituent;
- The best treatment technology available that could be used to reduce the constituent level;
- An estimate of the cost to install that treatment if it is appropriate and feasible.

What are PHGs?

PHGs are Public Health Goals set by the California Environmental Protection Agency's Office of Environmental Health Hazard Assessment and are based solely on public health risk considerations. None of the practical risk-management factors that are considered by the U.S. EPA or the California Department of Health Services in setting enforceable drinking water standards (Maximum Contaminant Levels or MCLs) are considered in setting the PHGs. These factors include analytical detection capability, treatment technology available, benefits and costs. The PHGs are not enforceable and are not required to be met by any public water system. MCLGs are the federal equivalent to PHGs.

Water Quality Data Considered:

All of the water quality data collected by our water system in 2004 - 2006 for purposes of determining compliance with drinking water standards was considered. In the attached 2006 Annual Water Quality Report which was mailed to our customers in April 2007, only data

from 2006 was summarized. The attached 2006 Annual Water Quality Report also contains useful definitions for PHG, MCLG, MCL, microgram per liter, and milligram per liter.

Guidelines Followed:

The Association of California Water Agencies prepared guidelines for water utilities to use in preparing these required reports, and these guidelines were used in the preparation of our report. No guidance was available from state regulatory agencies.

Best Available Treatment Technology and Cost Estimates:

Both the U.S. EPA and the California Department of Health Services adopt what are known as Best Available Technologies or BATs which are the best known methods of reducing contaminant levels to the MCL. Costs can be estimated for such technologies. However, since many PHGs and all MCLGs are set much lower than the MCL, it is not always possible, nor feasible to determine what treatment is needed to further reduce a constituent downward to or near the PHG or MCLG, many of which are set at zero. Estimating the costs to reduce a constituent to zero is difficult, if not impossible, because it is not possible to verify by analytical means that the level has been lowered to a zero. In some cases, installing treatment to try and further reduce very low levels of one constituent may have adverse effects on other aspects of water quality. For example; to meet the Copper PHG, chemicals to further coat home plumbing would need to be added to Lodi's drinking water, and in GAC treatment systems, more frequent change outs of carbon and larger vessels keeping water in contact with activated carbon longer can both increase the risk of bacterial contamination.

The estimates below reflect only wellhead treatment capital and annual operation and maintenance costs for typical wells. Design, potential costs for additional land and other site specific requirements are not included, thus the potential costs are understated. These costs are not indicative of the total past and potential future costs to remediate groundwater throughout Lodi.

Constituents Detected That Exceed a PHG or a MCLG:

The following is a discussion of constituents that were detected in one or more of our drinking water sources at levels above the PHG, or if no PHG, above the MCLG.

Trichloroethylene (TCE): The PHG for TCE is 0.8 micrograms per liter (ug/L or parts per billion). The MCL or drinking water standard for TCE is 5 ug/L. We detected TCE at levels not exceeding the MCL in the discharges from 1 of Lodi's 25 City Wells used in 2006. The average for this City Well in 2004-06 was:

City Well No. 2 - 1.4 ug/L

The category of health risk associated with TCE, and the reason that a drinking water standard was adopted for it, is the people who drink water containing TCE above the MCL throughout their lifetime could theoretically experience an increased risk of getting cancer. The California Department of Health Services says that "Drinking water which meets this standard

*All annual customer costs were based on an assumed annualized cost of capital expenditures equal to 10% of capital costs plus annual and maintenance costs divided by 23,000 customers.

(the MCL) is associated with little to none of this risk and should be considered safe with respect to TCE.” (*CDHS Blue Book of drinking water law and regulations, Section 64468.2, Title 22, CCR.*) The Best Available Technology for TCE to lower the level below the MCL is either Granular Activated Carbon or Packed Tower Aeration. Since the TCE level in these two City Wells is already below the MCL, a Granular Activated Carbon Treatment System with larger vessels would likely be required to attempt to keep TCE levels to below 0.8 ug/L. The estimated cost to install such a treatment system on one City Well and enhance the capacity on one City Well with an existing treatment system that would reliably reduce the TCE level to below 0.8 ug/L would be approximately \$450,000 and require annual Operation and Maintenance at a cost of approximately \$5 per year. This would result in an assumed increased cost for each customer of approximately \$5 per year*.

Dibromochloropropane (DBCP): The PHG for DBCP is 1.7 nanograms per liter (ng/L or parts per trillion). The MCL for DBCP is 200 ng/L. We detected DBCP at levels not exceeding the MCL in the discharges from thirteen of Lodi’s 25 City Wells used in 2006. City Well No. 8 was not used in 2006, but could be used if treatment were installed and is included as a fourteenth City Well below in cost calculations. The averages for these City Wells in 2004-06 were:

City Well No. 1R	-	89 ng/L
City Well No. 4R	-	39 ng/L
City Well No. 6R	-	160 ng/L
City Well No. 8	-	252 ng/L
City Well No. 13	-	81 ng/L
City Well No. 14	-	84 ng/L
City Well No. 16	-	13 ng/L
City Well No. 17	-	180 ng/L
City Well No. 18	-	35 ng/L
City Well No. 19	-	110 ng/L
City Well No. 20	-	46 ng/L
City Well No. 21	-	4 ng/L
City Well No. 22	-	22 ng/L
City Well No. 23	-	40 ng/L

The category for health risk associated with DBCP, and the reason that a drinking water standard was adopted for it, is the people who drink water containing DBCP above the MCL throughout their lifetime could theoretically experience an increased risk of getting cancer. The California Department of Health Services says that “Drinking water which meets this standard (the MCL) is associated with little to none of this risk and should be considered safe with respect to DBCP.” (*CDHS Blue Book of drinking water law and regulations, Section 64468.3, Title 22, CCR.*) The numerical health risk for an MCLG of zero is zero. The Best Available Technology for DBCP to lower the level below the MCL is either Granular Activated Carbon or Packed Tower Aeration. To attempt to maintain the DBCP levels at

*All annual customer costs were based on an assumed annualized cost of capital expenditures equal to 10% of capital costs plus annual and maintenance costs divided by 23,000 customers.

zero, Granular Activated Carbon Treatment Systems with longer empty bed contact times and more frequent carbon change-outs would likely be required. The estimated cost to install such a treatment system on eight City Wells, and enhance capacities on six City Wells with existing treatment systems that would reliably reduce the DBCP level to zero would be approximately \$3.2 million. The increased annual Operation and Maintenance costs would be approximately \$480,000 per year. This would result in an assumed increased cost for each customer of approximately \$34 per year*. (Note: this increase cost may not be reimbursable under the terms of Lodi's settlement agreement with DBCP manufacturers.)

1,1,2,2- Tetrachloroethylene (PCE) : The PHG for PCE is 0.06 micrograms per liter (ug/L or parts per billion). The MCL or drinking water standard for PCE is 5 ug/L. We detected PCE at levels not exceeding the MCL in the discharges from two (2) of Lodi's 25 City Wells used in 2006. City Well No. 8 was not used in 2006, but could be used if treatment were installed and is included as a third City Well below in cost calculations. The averages of these City Wells in 2004 -06 were:

City Well No. 6R	-	1.08 ug/L
City Well No. 8	-	0.82 ug/L
City Well No. 12	-	0.26 ug/L

The category of health risk associated with PCE, and the reason that a drinking water standard was adopted for it, is the people who drink water containing PCE above the MCL throughout their lifetime could theoretically experience an increased risk of getting cancer. The California Department of Health Services says that "Drinking water which meets this standard (the MCL) is associated with little to none of this risk and should be considered safe with respect to PCE." (*CDHS Blue Book of drinking water law and regulations, Section 64468.2, Title 22, CCR.*) The Best Available Technology for PCE to lower the level below the MCL is either Granular Activated Carbon or Packed Tower Aeration. Since the PCE level in these three City Wells is already below the MCL, a Granular Activated Carbon Treatment System with larger vessels would likely be required to attempt to keep PCE levels below the PHG. The estimated cost to install such a treatment system on three City Wells that would reliably reduce the PCE level to the PHG of 0.6 ug/L would be approximately \$1,350,000 and require annual Operation and Maintenance at a cost of approximately \$164,000 per year. This would result in an assumed increased cost for each customer of approximately \$13 per year*.

Coliform Bacteria: In 2004-06, we collected 3,189 samples from our distribution system for coliform analysis. Of these samples, 0.75% were positive for coliform bacteria. In 2004-06 a maximum of 6.9% (January 2004) of these samples were positive for one month.

The MCL for coliform is 5% positive samples of all samples per month and the MCLG is zero. The reason for the coliform drinking water standard is to minimize the possibility of the water containing pathogens which are organisms that cause waterborne disease. Because coliform is only an indicator of the potential presence of pathogens, it is not possible to state a specific numerical health risk. While U.S. EPA normally sets MCLGs "at a level where no

*All annual customer costs were based on an assumed annualized cost of capital expenditures equal to 10% of capital costs plus annual and maintenance costs divided by 23,000 customers.

known or anticipated adverse effects on persons would occur” they indicate that they cannot do so with coliforms.

Coliform bacteria are organisms that are found just about everywhere in nature and are not generally considered harmful. They are used as an indicator because of the ease in monitoring and analysis. If a positive sample is found, it indicates a potential problem that needs to be investigated and follow up sampling done. It is not at all unusual for a system to have an occasional positive sample. It is difficult, if not impossible, to assure that a system will never get a positive sample. A further test that is performed on all total coliform positive results is for Fecal Coliform or E. Coli. There were no positive Fecal Coliform or E. Coli results in 2004-06.

To reduce the number of positive results for coliform bacteria, the City of Lodi occasionally chlorinates the water system. The sources of water (City Wells) and all new or repaired water mains follow disinfection procedures and pass bacteriological testing before being allowed “on-line”.

Full time chlorination will not guarantee that a system will never get a positive sample. If the City were to go to full time chlorination of the drinking water system, the estimated cost to install chlorine generation systems on twenty-six City Wells would be approximately \$1,035,000 and annual Operation and Maintenance cost would be approximately \$65,000 per year. This would result in an assumed increased cost for each customer of approximately \$7 per year.*

Copper: The PHG for copper is 0.17 milligrams per liter (mg/L or parts per million). There is no MCL for Copper. Instead the 90th percentile value of all samples from household taps in the distribution system cannot exceed an Action Level of 1.3 mg/L.

The category of health risk for copper is gastrointestinal irritation.

All of Lodi’s source water samples for copper in 2004-06 were less than the PHG. Based on sampling of the distribution system in 2006, our 90th percentile value for copper was 0.32 mg/L.

Our water system is in full compliance with the Federal and State Lead and Copper Rule. Based on sampling, it was determined, based on State regulatory requirements, that Lodi meets the Action Level for copper. Therefore, based on criteria set forth by the California Department of Health Services we meet the criteria for “optimized corrosion control” for our system.

In general, optimizing corrosion control is considered to be the best available technology to deal with corrosion issues and with any copper findings. We continue to monitor our water quality parameters that relate to corrosivity, such as the pH, hardness, alkalinity, total

*All annual customer costs were based on an assumed annualized cost of capital expenditures equal to 10% of capital costs plus annual and maintenance costs divided by 23,000 customers.

dissolved solids, and will take action if necessary to maintain our system in an “optimized corrosion control” condition.

Since we are meeting the “optimized corrosion control” requirements, there is no apparent reason to initiate additional corrosion control treatment as it involves the addition of other chemicals and there could be additional water quality issues raised. Therefore, no estimate of cost has been included.

Arsenic: The PHG for Arsenic is 0.004 micrograms per Liter (ug/L or parts per billion). The MCL, or drinking water standard for arsenic is 10 ug/L. There were arsenic levels detected at levels not exceeding the MCL in discharges from 25 of Lodi’s 26 wells used in 2004-06. The average of these wells in 2004-06 were:

City Well No. 1R	-	6.0 ug/L
City Well No. 2	-	3.1 ug/L
City Well No. 3R	-	5.4 ug/L
City Well No. 4R	-	3.9 ug/L
City Well No. 5	-	5.1 ug/L
City Well No. 6R	-	3.7 ug/L
City Well No. 7	-	5.0 ug/L
City Well No. 8	-	2.2 ug/L
City Well No. 9	-	2.7 ug/L
City Well No. 10	-	2.7 ug/L
City Well No. 11	-	5.2 ug/L
City Well No. 13	-	8.8 ug/L
City Well No. 14	-	4.1 ug/L
City Well No. 15	-	5.1 ug/L
City Well No. 16	-	3.4 ug/L
City Well No. 17	-	4.1 ug/L
City Well No. 18	-	2.7 ug/L
City Well No. 19	-	3.2 ug/L
City Well No. 20	-	3.5 ug/L
City Well No. 21	-	3.3 ug/L
City Well No. 22	-	2.4 ug/L
City Well No. 23	-	3.8 ug/L
City Well No. 24	-	6.6 ug/L
City Well No. 25	-	6.8 ug/L
City Well No. 26	-	9.7 ug/L

Arsenic is a naturally occurring element found in many types of rocks and soils. Leaching of these deposits are the primary source of arsenic found in this area. Some people who drink water containing arsenic in excess of the MCL over many years may experience skin damage

*All annual customer costs were based on an assumed annualized cost of capital expenditures equal to 10% of capital costs plus annual and maintenance costs divided by 23,000 customers.

or circulatory system problems, and may have an increased risk of getting cancer. The PHG of 0.004 ug/L for arsenic is far below the Detection Limit Requirement (DLR) of 2 ug/L for arsenic. The DLR is the level that can be reliably determined by current laboratory methods.

The Best Available Treatment (BAT) for arsenic removal is dependant on the water chemistry of the source to be treated. While research into new methods of removing arsenic continues, the current recommendations include:

- Activated Alumina
- Coagulation / Filtration
- Lime Softening
- Reverse Osmosis

All of the above listed methods take space, are expensive, and have a concentrated residual, which requires safe disposal. An estimate of the best approach for arsenic removal in Lodi cannot be made at this time.

Radium-228: The PHG for radium-228 is 0.019 picocuries per liter (pCi/L). There is no MCL, or drinking water standard for radium-228. There were radium-228 levels detected in discharges from 17 of Lodi's 26 City Wells used in 2004-06. The average of these wells in 2004-06 were:

City Well No. 1R	-	0.211 pCi/l
City Well No. 2	-	0.012 pCi/l
City Well No. 3R	-	0.075 pCi/l
City Well No. 6R	-	0.231 pCi/l
City Well No. 8	-	0.176 pCi/l
City Well No. 10	-	0.319 pCi/l
City Well No. 12	-	0.041 pCi/l
City Well No. 14	-	0.211 pCi/l
City Well No. 15	-	0.172 pCi/l
City Well No. 16	-	0.115 pCi/l
City Well No. 17	-	0.456 pCi/l
City Well No. 19	-	0.326 pCi/l
City Well No. 21	-	0.240 pCi/l
City Well No. 22	-	0.373 pCi/l
City Well No. 24	-	0.413 pCi/l
City Well No. 25	-	0.142 pCi/l
City Well No. 26	-	0.041 pCi/l

The California Department of Health Services (CDHS), which sets drinking water standards, has determined that total radium is a health concern at certain levels of exposure. This radiological constituent is a naturally occurring contaminant in some groundwater and surface water supplies. This constituent has been shown to cause cancer in laboratory animals such as rats and mice when the animals are exposed at high levels over their lifetimes. Constituents

*All annual customer costs were based on an assumed annualized cost of capital expenditures equal to 10% of capital costs plus annual and maintenance costs divided by 23,000 customers.

that cause cancer in laboratory animals also may increase the risk of cancer in humans who are exposed over long periods of time.

The Best Available Technology identified to treat the removal of the radiological constituents listed above is reverse osmosis (RO) treatment. The most effective and economical treatment system is to use RO treatment at select plant sites. The estimated cost to install such a treatment system on seventeen City Wells that would reliably reduce the Radium-228 level to the PHG of 0.019 pCi/L would be approximately \$20,000,000 and require annual Operation and Maintenance at a cost of approximately \$850,000 per year. This would result in an assumed increased cost for each customer of approximately \$125 per year*.

Uranium: The PHG for Uranium is 0.43 picocuries per liter (pCi/L). The MCL or drinking water standard for Uranium is 20 pCi/L. There were Uranium levels detected at levels not exceeding the MCL in discharges from 16 of Lodi's 26 City wells used in 2004-06. The average of these wells in 2004-06 were:

City Well No. 2	-	2.79 pCi/l
City Well No. 4R	-	0.310 pCi/l
City Well No. 6R	-	4.66 pCi/l
City Well No. 8	-	10.9 pCi/l
City Well No. 9	-	2.42 pCi/l
City Well No. 10C	-	0.942 pCi/l
City Well No. 12	-	15.8 pCi/l
City Well No. 13	-	2.34 pCi/l
City Well No. 14	-	2.48 pCi/l
City Well No. 16	-	2.10 pCi/l
City Well No. 17	-	5.34 pCi/l
City Well No. 18	-	8.24 pCi/l
City Well No. 19	-	1.09 pCi/l
City Well No. 20	-	1.22 pCi/l
City Well No. 22	-	4.07 pCi/l
City Well No. 23	-	8.14 pCi/l

The California Department of Health Services (CDHS), which sets drinking water standards, has determined that total Uranium is a health concern at certain levels of exposure. This radiological constituent is a naturally occurring contaminant in some groundwater and surface water supplies. This constituent has been shown to cause cancer in laboratory animals such as rats and mice when the animals are exposed at high levels over their lifetimes. Constituents that cause cancer in laboratory animals also may increase the risk of cancer in humans who are exposed over long periods of time.

*All annual customer costs were based on an assumed annualized cost of capital expenditures equal to 10% of capital costs plus annual and maintenance costs divided by 23,000 customers.

The Best Available Technologies (BATs) for removal of Uranium from drinking water are: Ion Exchange - Reverse Osmosis or Lime Softening. These methods are expensive and require disposal of a waste stream, which would contain concentrated radionucleotides. The estimated cost to install such a treatment system on fifteen City Wells that would reliably reduce the Uranium level to the PHG of 0.43 pCi/L would be approximately \$18,000,000 and require annual Operation and Maintenance at a cost of approximately \$750,000 per year. This would result in an assumed increased cost for each customer of approximately \$110 per year*.

Recommendations For Further Action:

The drinking water quality of the City of Lodi Public Water System meets all State of California, Department of Health Services and U.S. EPA drinking water standards set to protect public health. To further reduce the levels of the constituent's identified in this report that are already below the Maximum Contaminant Levels established by the State and Federal government, additional costly treatment processes would be required.

The effectiveness of the treatment processes to provide any significant reductions in constituent levels at these already low values is uncertain. The theoretical health protection benefits of these further hypothetical reductions are not at all clear and may not be quantifiable. Therefore, staff is not recommending further action at this time. However, the point of this process is to provide you with information on water quality in Lodi and rough costs to make certain improvements.

This report was completed by City of Lodi Public Works Department staff. Any questions relating to this report should be directed to: City of Lodi, Water/Wastewater Superintendent Frank Beeler, 1331 South Ham Lane, Lodi, CA 95242 or call (209) 333-6740.

*All annual customer costs were based on an assumed annualized cost of capital expenditures equal to 10% of capital costs plus annual and maintenance costs divided by 23,000 customers.

City of Lodi

Annual Water Quality Report for 2006

(published April 2007)

Keeping you, the Citizens of Lodi, informed about your drinking water.

**Este informe contiene información muy importante sobre su agua potable.
Tradúzcalo ó hable con alguien que lo entienda bien. Para la ayuda en español,
llama por favor (209) 333-6740.**

This 18th Annual Water Quality Report summarizes testing on Lodi's water supply by State certified laboratories and provides information about the water system. This report follows the "Consumer Confidence Report" (CCR) format required by the U.S. Environmental Protection Agency and the State of California.

WHO ARE WE?

In 1910 your City of Lodi Water Utility officially began operation along with the Electric Utility, and for 96 years, the water system has been owned by the Citizens of Lodi. Ninety-six years ago there were only two wells and a few miles of water mains. In 2006 there were twenty-six wells, over 220 miles of mains, a water tower and a 1-million-gallon storage tank. Lodi delivers water to approximately 23,000 residential, commercial and industrial customers.

Water rates, system expansion projects, and significant purchases are authorized by the Lodi City Council, which serves as the water utility's official regulatory body. **Lodi City Council meetings are open to the public and are scheduled for the first and third Wednesdays of each month at 305 West Pine Street in Lodi at 7:00 p.m.** You may also communicate with the Council and City staff through the City's web site (www.lodi.gov).

YOUR DRINKING WATER SYSTEM

Twenty-six computer controlled wells, located throughout the City, provide high quality groundwater, and was our sole source of supply in 2006. The wells operate automatically on water pressure demand so that when water use increases, more wells are started. To keep up with peak water supply demands, a new well is planned for 2007. The costs of new wells are paid by development fees. However, the groundwater basin is being depleted. Lodi has contracted to use some surface water from the Mokelumne River. The City has begun studies to treat this water and use it directly, thereby reducing groundwater pumping. More information on water supply is on the City's web site.

Seven wells are fitted with emergency diesel-powered generators. (While these generators will help maintain water pressure during power outages, please refrain from using water during power outages to save capacity for essential uses, - hospitals, fire fighting, etc.)

The water delivered to your tap meets or is better than all federal and state water quality standards.

If you have any questions about this report or Lodi's water quality, please contact:

**Water/Wastewater Superintendent
Frank Beeler
1331 S. Ham Lane, Lodi, CA 95242
Telephone: (209) 333-6740
E-mail: fbeeler@lodi.gov**

WATER QUALITY

Lodi is fortunate in having a high quality groundwater supply. However, that supply is at risk and must be carefully managed. The following section describes some of these measures.

- **PCE/TCE** - The City, working with regulatory agencies and potentially responsible parties in a cooperative manner, is pursuing a resolution to a groundwater contamination problem in the north and central Lodi area. While no operating wells are out of compliance with any drinking water standards, the contamination is a serious threat. PCE (Tetrachloroethylene) and TCE (Trichloroethylene) have been detected in samples taken in soils and groundwater. Cleanup work in portions of the area has commenced and the City expects additional areas to commence cleanup work in 2007/08. The City's share of these costs has largely been determined and a series of rate adjustments has been adopted. More information on this can be found on the City's website.

- **Bacteriological Quality, Chlorination** - Lodi takes over 20 samples per week from throughout Lodi's water distribution system for bacterial water quality. Regulations allow for 5% of all total coliform samples in a month to be positive. In 2006 all bacteriological standards were met.

The water may be periodically chlorinated as a proactive step to help keep the water system in compliance with strict bacteriological standards; however, Lodi's water does not normally contain chlorine. The City will make an effort to inform you in local newspapers before your water is chlorinated. When necessary however, the water may be chlorinated before you can be informed.

- **MTBE** - MTBE (Methyl-Tert-Butyl-Ether) is a controversial additive to gasoline that has been in the news the past few years. One of the main concerns with MTBE is the threat of leaking from service stations into the groundwater. Monitoring of City wells has NOT found any detected traces of MTBE to date. The City has a program of monitoring all City wells for MTBE. Wells that are at greater risk (i.e., closer to gasoline stations) are monitored more frequently.

- **DBCP** - Dibromochloropropane (DBCP) was used by area farmers to kill nematodes in vineyards. DBCP was banned in California in 1977, but is still present in trace levels in some groundwater. The City of Lodi used 25 (of 26) wells to provide drinking water in 2006. The wells are rotated so over the course of time, water being delivered is a blend from these wells. Thirteen of Lodi's wells had no detectable DBCP. Six wells have filters to remove DBCP. The remaining six meet State and Federal standards, but have trace amounts of DBCP. The result is that the people of Lodi are being served water below the DBCP level deemed safe by the U.S. EPA and the State of California.

In 1996 the City settled a lawsuit against DBCP manufacturers, who have already paid the City for a large portion of Lodi's costs related to DBCP treatment. These manufacturers will continue to pay a large portion of the City's DBCP related costs for the settlement's 40-year term.

- **Drinking Water Source Assessment** - An assessment of the drinking water sources for the City of Lodi's water system was completed in February 2003. The sources are considered most vulnerable to the following activities: gas stations (current and historic), chemical/petroleum processing/storage, metal plating/ finishing/fabricating, plastic/synthetics producers, dry cleaners, known contaminant plumes, sewer collection systems, fleet/truck/bus terminals, machine shops, utility stations-maintenance areas, agricultural drainage, and photo processing/printing.

A copy of the completed assessment is available at the Public Works Department, City of Lodi, 1331 South Ham Lane, Lodi, CA 95242. You may request that a copy be sent to you by contacting Frank Beeler at (209) 333-6740. A copy of the complete assessment is also available at the Department of Health Services, Drinking Water Field Operations Branch, Stockton District Office, 31 E Channel Street, Room 270, Stockton, California 95202. You may also request that a copy be sent to you by contacting Joseph O. Spano, District Engineer, at (209) 948-7696

IF YOU HAVE A WATER PROBLEM

-Many times, water quality problems in the home can be traced to the hot water heater, the plastic water lines under the sink to faucets, or because sewer gases from the drain are being smelled.

-Set the hot water heater at the proper temperature, too hot can create heavier scaling problems, and not warm enough can allow bacteria to grow.

-Other times there can be occasional water quality problems associated with the aesthetic quality of your water such as sand, which may be originating from water supply mains.

-"Hard" water can be considered a quality issue depending on the actual hardness level and the use. Some industrial processes require very soft water. Lodi's groundwater is at the low end of the "moderately hard" water range and you may see white scale or spots on plumbing fixtures.

-If you have a filter or in-home treatment system; be sure it's working properly and change filters regularly. (Note, if you use a water softener, we suggest you utilize one which is regenerated by the softener company. Self-regenerating units add salt to the wastewater, which can add significantly to the City's wastewater treatment costs.)

-Low pressure can lead to water quality problems and can be caused by plugged screens in faucets or washing machine hoses, broken valves or for other reasons. If you have intermittent problems, first check pressure in other parts of your house or at an outside faucet. If that pressure is okay, check the fixture/screens at the problem area. If the problem is throughout the whole house, call the City for assistance.

If you ever experience trouble with your water, and you do not think it is a problem with your on-site plumbing, please call the Water/Wastewater Division at 368-5735 or 333-6740.

WATER CONSERVATION

In 2006, 5.313 billion gallons of groundwater were pumped to meet Lodi's water demands. This is 26% less water use per person than in 1986. As population in Lodi and California increases, water conservation becomes an important part of meeting demands for fresh water.

The commitment of the citizens of Lodi to conserving water also helps conserve the electrical energy needed to pump the water to homes and businesses. To further conserve water, electrical energy, and wastewater treatment plant capacity, the City has instituted a rebate program for water saving devices such as low-flow toilets. See details below.

Your diligent water conservation practices, as in the past, are needed in 2007. A report calculated dollar savings from water conservation to be far above the cost of the Water Conservation Program! Your water conservation efforts have also averted millions of dollars in capital costs, helping rates stay as low as possible. The millions of dollars in capital cost savings can easily be lost if water conservation is not continued.

See the summary of the Lodi Water Conservation Ordinance at:
<http://www.lodi.gov/public%5Fworks/water%5Fconservation.html> For information or to report a water waste, call the Water Conservation office at 333-6829.

\$ Water Conservation Rebate Program \$

The City of Lodi is offering rebates on the purchase and installation of water conserving devices at residential and commercial water customer premises within the City of Lodi.

Rebates of up to \$44 are given for Ultra Low-Flow Toilets rated at 1.6 gallons per flush or less and must be replacing units using a higher volume of water per flush. Rebates of up to \$100 are available for pressure assist PF/2 Ultra Low-Flow 1.6 gallon toilets. Additional rebates of 50% are available on Low-Flow Shower Heads, Insulated Hot Water Blankets, and Hose Bib Manual Timers for outside water hoses.

The program is funded by the Water, Wastewater and Electric Utilities. **The rebates, given in the store at the time of purchase, are only available at the following Lodi stores:**

**Ace Hardware • 827 West Kettleman Lane
Orchard Super Hardware • 360 South Cherokee Lane
Ferguson Enterprises, Inc • 1435 Academy Street**

Call (209) 333-6740 for more details.

THE FOLLOWING MESSAGES ARE REQUIRED BY THE U.S. EPA AND THE STATE OF CALIFORNIA. NOT ALL PORTIONS OF THESE MESSAGES NECESSARILY APPLY TO LODI'S GROUNDWATER .

- Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the USEPA's Safe Drinking Water Hotline at (1-800-426-4791).
- Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. USEPA/Centers for Disease Control (CDC) guidelines on appropriate means to lessen the risk of infection by *Cryptosporidium* and other microbial contaminants are available from the Safe Drinking Water Hotline (1-800-426-4791).
- The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity.
- Contaminants that may be present in source water include:
 - Microbial contaminants, such as viruses and bacteria, that may come from sewage treatment plant, septic systems, agricultural livestock operations, and wildlife.
 - Inorganic contaminants, such as salts and metals, that can be naturally-occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.
 - Pesticides and herbicides, that may come from a variety of sources such as agriculture, urban stormwater runoff, and residential uses.
 - Organic chemical contaminants, including synthetic and volatile organic chemicals, that are byproducts of industrial processes and petroleum production, and can also come from gas stations, urban stormwater runoff, agricultural application, and septic systems.
 - Radioactive contaminants, that can be naturally occurring or be the result of oil and gas production and mining activities.

In order to ensure that tap water is safe to drink, US Environmental Protection Agency (USEPA) and the State California Department of Health Services (Department) prescribe regulations that limit the amount of certain contaminants in water provided by public water systems. Department regulations also establish limits for contaminants in bottled water that must provide the same protection for public health.

RADON is a naturally occurring radioactive gas that you can't see, taste, or smell. It is found throughout the U.S. Radon can move up through the ground and into a home through cracks and holes in the foundation. Radon can build up to high levels in all types of homes. Radon can also get into indoor air when released from tap water from showering, washing dishes, and other household activities. Compared to radon entering the home through soil, radon entering the home through tap water will in most cases be a small source of radon in indoor air. Radon is a known human carcinogen. Breathing air-containing radon can lead to lung cancer. Drinking water containing radon may also cause increased risk of stomach cancer. If you are concerned about radon in your home, test the air in your home. Testing is inexpensive and easy. Fix your home if the level of radon in your air is 4 picocuries per liter of air (pCi/L) or higher. There are simple ways to fix a radon problem that aren't too costly. For additional information, call your State radon program or call EPA's Radon Hotline (1-800-SOS-RADON).

ARSENIC: *After a long debate, the drinking water standard for Arsenic was lowered from 50 ppb (parts per billion) to 10 ppb. The following message is required for systems that have some sources containing Arsenic below the new standard of 10 ppb, but over half (5 ppb). The average in Lodi's wells is 4.4 ppb and the highest well is 9.7 ppb.*

While your drinking water meets the current EPA standard for arsenic, it does contain low levels of arsenic. The standard balances the current understanding of arsenic's possible health effects against the costs of removing arsenic from drinking water. The California Department of Health Services continues to research the health

effects of low levels of arsenic, which is a mineral known to cause cancer in humans at high concentrations and is linked to other health effects such as skin damage and circulatory problems.

NITRATE: *The following message is required for systems that have some sources containing Nitrate below the standard of 45 ppm (as NO₃), but over half (23 ppm) of the standard. The average of Lodi's wells is 9.2 ppm and the highest well is 36 ppm.*

Nitrate in drinking water at levels above 45 mg/L is a health risk for infants of less than six months of age. Such nitrate levels in drinking water can interfere with the capacity of the infant's blood to carry oxygen, resulting in a serious illness; symptoms include shortness of breath and blueness of the skin. Nitrate levels above 45 mg/L may also affect the ability of the blood to carry oxygen in other individuals, such as pregnant women and those with certain specific enzyme deficiencies. If you are caring for an infant, or you are pregnant, you should ask advice from your health care provider.

To better understand the report, please note the description of terms and abbreviations

Terms and Abbreviations Used:

Maximum Contaminant Level (MCL): The highest level of a contaminant that is allowed in drinking water. Primary MCLs are set as close to the PHGs (or MCLGs) as is economically and technologically feasible. Secondary MCL's are set to protect the odor, taste, and appearance of drinking water.

Public Health Goal (PHG): The level of a contaminant in drinking water below which there is no known or expected risk to health. PHGs are set by the California Environmental Protection Agency.

Maximum Contaminant Level Goal (MCLG): The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs are set by the U.S. Environmental Protection Agency.

Regulatory Action Level (AL): The concentration of a contaminant which, if exceeded, triggers treatment or other requirements that a water system must follow.

Notification Level (NL): Health-based advisory levels established by DHS for chemicals in drinking water that lack maximum contaminant levels (MCLs).

Primary Drinking Water Standard or PDWS: MCLs for contaminants that affect health along with their monitoring and reporting requirements, and water treatment requirements.

Maximum residual disinfectant level (MRDL): The level of a disinfectant added for water treatment that may not be exceeded at the consumer's tap.

Maximum residual disinfectant level goal (MRDLG): The level of a disinfectant added for water treatment below which there is no known or expected risk to health. MRDLs are set the U.S. Environmental Protection Agency.

mg/L or ppm: Milligrams per liter, or parts per million (one ppm equals a concentration of about one cup in a 60,000 gallon swimming pool).

ug/L or ppb: Micrograms per liter, or parts per billion (one ppb equals about 4.5 drops in a 60,000 gallon swimming pool).

ppt: Parts per trillion (one ppt equals less than 1/200 of a drop in a 60,000 gallon swimming pool).

pCi/L: Picocuries per liter (a measurement of radiation).

NA: Not Applicable.

ND: Not Detected at measurable amounts for reporting purposes.

Grains/gal: Grains per gallon. A hardness measurement often used for softeners and dishwashers. (17.1 mg/L = 1 grain/gal as calcium carbonate).

umhos/cm: Micromhos per centimeter (a measurement of conductance).

< Means less than the amount shown.

> Means more than the amount shown.

City of Lodi Annual Water Quality Report for 2006

(published April 2007)

Regulated Inorganic Chemicals *2004-2006 Data	MCL	Average of Lodi Wells	Range of Individual Detections	PHG or (MCLG)	Major sources in Drinking water
Arsenic, ug/L	10	4.4	9.7-ND	0.004	Erosion of natural deposits (see message below)

Barium, mg/L	1	<0.1	0.25-ND	2	Erosion of natural deposits
Fluoride, mg/L	2.0	0.05	0.37-ND	1	Erosion of natural deposits
Nitrate as NO ₃ , mg/L	45	9.2	36-ND	45	Leaching from fertilizer use; leaching from septic tanks and sewage; erosion of natural deposits (see below)

Bacterial Water Quality Coliform Bacteria 2006 Data	MCL	Total Positive	Monthly High-Low Range	PHG or (MCLG)	Major sources in Drinking water
Total Coliform, Positive	5%/month	0.29 %	2.3 % - 0 %	(0)	Naturally present in the environment
Fecal Coliform & E. coli	>1 /month	0	0 - 0	(0)	Human and animal fecal waste

Radioactivity, pico Curies per Liter, 2005 Data	MCL	Average of Lodi Wells	Range of Individual Detections	PHG or (MCLG)	Major Sources in Drinking water
Gross Alpha, pCi/L	15	2.86	15.9-0.16	(0)	Erosion of natural deposits
Radium 228	2	0.12	0.456-0	(0)	Erosion of natural deposits
Uranium, pCi/L	20	2.66	15.8-0	0.43	Erosion of natural deposits

Organic Chemicals with at least one confirmed detection in an operational City Well						
Regulated Organic Chemicals 2006 Data	MCL	Average of Lodi Wells	Range of Individual Detections	PHG or (MCLG)	Major sources in Drinking water	Comments:
Tetrachloroethylene (PCE), ppb	5	0.06	2.0** - ND	0.06	Discharge from factories, dry cleaners, and auto shops (metal degreaser)	Found in Wells #6R, 8 & 12 at levels below the MCL.
1,1-Dichloroethylene (1,1-DCE), ppb	6	0.01	0.8**-ND	10	Discharge from industrial chemical factories. Local contamination from businesses using the chemical.	Only in Well # 2 at levels below the MCL
Trichloroethylene (TCE), ppb	5	0.08	2.1**-ND	0.8	Discharge from metal degreasing sites and other factories. Local ground contamination from businesses using the chemical. Breakdown product of Tetrachloroethylene (PCE).	Only from Wells # 2 & 18 at levels below the MCL.
Dibromochloropropane (DBCP), ppt	200	36	320**-ND	1.7	Banned nematocide that may still be present in soils due to runoff/leaching from former use on vineyards.	See the update in the Water Quality section of this report

Secondary Standards Aesthetic Purposes (see note) *2004-2006 Data	Secondary MCL	Average of Lodi Wells	Range of Individual Detections	Secondary Standards Aesthetic Purposes (see note) *2004-2006 Data	Secondary MCL	Average of Lodi Wells	Range of Individual Detections
Chloride, mg/L	500	15	50-3.3	Sulfate, mg/L	500	14	36-ND
Color-Units	15	ND	ND	Total Dissolved Solids, mg/L	1000	248	490-120
Specific Conductance, MS/cm	1600	345	810-120	Turbidity, NTU Units	5	0.11	0.62-0.02

Note: Aesthetic problems are only associated with taste, smell, and other problems which are not a health risk.

Lead & Copper Rule Customer Tap Monitoring 2006 Data	AL (Action Level)	Average 90th Percentile	Range of Individual Detections	# Samples Exceeding AL (of 46 samples from 46 sites)	PHG or (MCLG)	Major sources in Drinking Water
Lead, 90th %, ug/L	15	<5.0	16-ND	1	2	Internal erosion of household plumbing systems; erosion of natural deposits
Copper, 90th %, mg/L	1.3	0.32	0.60-0.027	0	0.17	

Unregulated Contaminants Detected 2006 Data	Notification Level (NL)	Average of Lodi Wells	Range of Individual Detections
Trichloropropane, ug/L	0.005	0.003	0.089 - ND

Other non-regulated water constituents found in your water (for your information only)						
Non-regulated water constituents, *2004-06 Data	Average of Lodi Wells	Range of Detections	Non-regulated water constituents, *2004-06 Data	Average of Lodi Wells	Range of Detections	
Total Hardness, mg/L as CaCO ₃	133	340-40	Potassium, mg/L	6.9	13-2.3	
Total Hardness, grains/gal.	7.8	19.9-2.3	Alkalinity (bicarbonate), mg/L	168	340-63	
Calcium, mg/L	29	78-8.2	pH, in pH units	7.4	7.8-6.9	
Sodium, mg/L	22	56-1.3	Magnesium, mg/L	14	35-4.9	

* Regulations call for monitoring of some constituents less than once per year because the concentrations of these constituents do not change frequently. Therefore, some of our data, though representative, are more than one year old.

** Averages are used for compliance determination due to the variable nature of individual analyses, and due the fact that any associated theoretical risks are not acute, but theoretically only after years of exposure to levels above MCLs.



***Please immediately confirm receipt
of this fax by calling 333-6702***

CITY OF LODI
P. O. BOX 3006
LODI, CALIFORNIA 95241-1910

ADVERTISING INSTRUCTIONS

**SUBJECT: PUBLIC HEARING TO RECEIVE COMMENTS ON AND CONSIDER
ACCEPTING THE CITY OF LODI'S REPORT ON WATER QUALITY
RELATIVE TO PUBLIC HEALTH GOALS**

PUBLISH DATE: SATURDAY, AUGUST 4, 2007

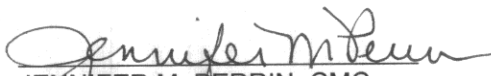
LEGAL AD

TEAR SHEETS WANTED: One (1) please

SEND AFFIDAVIT AND BILL TO: RANDI JOHL, CITY CLERK
City of Lodi
P.O. Box 3006
Lodi, CA 95241-1910

DATED: THURSDAY, AUGUST 2, 2007

ORDERED BY: RANDI JOHL
CITY CLERK


JENNIFER M. PERRIN, CMC
DEPUTY CITY CLERK

DANA CHAPMAN
ADMINISTRATIVE CLERK

Verify Appearance of this Legal in the Newspaper – Copy to File

LNS Faxed to the Sentinel at 369-1084 at 2:30pm (time) on 8/2/07 (date) 2 (pages)
Phoned to confirm receipt of all pages at _____ (time) _____ JLT _____ DRC _____ JMP (initials)



DECLARATION OF POSTING

NOTICE OF PUBLIC HEARING TO RECEIVE COMMENTS ON AND CONSIDER ACCEPTING THE CITY OF LODI'S REPORT ON WATER QUALITY RELATIVE TO PUBLIC HEALTH GOALS

On Friday, August 3, 2007, in the City of Lodi, San Joaquin County, California, a Notice of Public Hearing to receive comments on and consider accepting the City of Lodi's Report on Water Quality relative to public health goals (attached and marked as Exhibit A), was posted at the following locations:

Lodi Public Library
Lodi City Clerk's Office
Lodi City Hall Lobby
Lodi Carnegie Forum

I declare under penalty of perjury that the foregoing is true and correct.

Executed on August 3, 2007, at Lodi, California.

ORDERED BY:

**RANDI JOHL
CITY CLERK**


JENNIFER M. PERRIN, CMC
DEPUTY CITY CLERK



CITY OF LODI

Carnegie Forum
305 West Pine Street, Lodi

NOTICE OF PUBLIC HEARING

Date: September 5, 2007

Time: 7:00 p.m.

For information regarding this notice please contact:

Randi Johl,

City Clerk

Telephone: (209) 333-6702

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on **Wednesday, September 5, 2007**, at the hour of 7:00 p.m., or as soon thereafter as the matter may be heard, the City Council will conduct a public hearing at the Carnegie Forum, 305 West Pine Street, Lodi, to consider the following matter:

- a) Receive comments on and consider accepting the City of Lodi's Report on Water Quality relative to public health goals

Information regarding this item may be obtained in the Public Works Department, 221 West Pine Street, Lodi, (209) 333-6706. All interested persons are invited to present their views and comments on this matter. Written statements may be filed with the City Clerk, City Hall, 221 West Pine Street, 2nd Floor, Lodi, 95240, at any time prior to the hearing scheduled herein, and oral statements may be made at said hearing.

If you challenge the subject matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice or in written correspondence delivered to the City Clerk, 221 West Pine Street, at or prior to the close of the public hearing.

By Order of the Lodi City Council:

A handwritten signature in black ink, appearing to be "Randi Johl", written over a circular stamp or seal.

Randi Johl
City Clerk

Dated: August 1, 2007

Approved as to form:

A handwritten signature in black ink, appearing to be "D. Stephen Schwabauer", written in a cursive style.

D. Stephen Schwabauer
City Attorney



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Appointment of Alternate to the San Joaquin County Solid Waste Management Task Force

MEETING DATE: September 5, 2007

PREPARED BY: City Clerk

RECOMMENDED ACTION: By motion action, appoint an Alternate to serve on the San Joaquin County Solid Waste Management Task Force.

BACKGROUND INFORMATION: At its August 15, 2007, meeting, Council received the attached notification that the City may appoint an Alternate to the San Joaquin County Solid Waste Management Task Force to represent our jurisdiction when the designated member is unavailable. Staff was directed to research whether the Alternate member could be a staff member, rather than a Council Member, to which the response was that a staff member could be appointed; however, the preference is that both representatives (i.e. the Delegate and Alternate) be elected officials. According to the San Joaquin County, a majority of the other jurisdictions in the County assign elected officials to the Task Force.

The current Delegate is Council Member Katzakian, and the Task Force meets on an as needed basis at the Department of Public Works, Conference Room A, located at 1810 E. Hazelton Avenue in Stockton.

It is recommended that, following discussion, the City Council appoint an Alternate, as it deems appropriate, to the San Joaquin County Solid Waste Management Task Force.

FISCAL IMPACT: None.

FUNDING AVAILABLE: None required.

Randi Johl
City Clerk

RJ/JMP

APPROVED: _____
Blair King, City Manager

INTEGRATED WASTE management TASK FORCE
COUNTY OF SAN JOAQUIN

P. O. BOX 1810, STOCKTON, CALIFORNIA 95201
PHONE (209)468-3066 FAX (209)468-3078

RECEIVED

APR 5 2007

City Clerk
City of Lodi

April 4, 2007

City of Lodi
Randi Johl
PO Box 3006
Lodi, CA 95241-1910

RE: Task Force Alternate Recommendation

Dear Randi:

Our records reflect that you currently have an appointed Task Force Member. Since the Task Force continues to deal with broad policy issues with the potential to affect the entire County and its Cities, we ask that you also appoint an alternate to represent your jurisdiction when the designated Member is unavailable. The alternate will fulfill this role for the duration of his/her current term.

Enclosed please find a fact sheet which will explain why all jurisdictions need representation on the Task Force.

Please provide the name, address, phone number, fax number, and email address for your alternate. If you have any questions or concerns, please contact Alison Hudson at 468-3066.

Sincerely,



DESI RENO
Integrated Waste Manager

DR:em

Enc.

c: Alison Hudson, Management Analyst III
Elisa Moberly, Management Analyst I

PL 21214

INTEGRATED WASTE MANAGEMENT TASK FORCE

COMPENSATION:	None
LEGAL AUTHORITY:	Public Resources Code, Section 40950 and Board Order B-90-259 dated 2/13/90.
MEMBERSHIP, QUALIFICATIONS, RESIDENCY	Regular and alternate Task Force membership is comprised of an elected Official (City Council) from each of the cities in San Joaquin and County and a member of the Board of Supervisors.
TERM:	The Task Force is ongoing.
DUTIES:	<ol style="list-style-type: none">1. To identify solid waste management issues of County-wide or regional concerns.2. Determine the need for solid waste collection systems, processing facilities, and marketing strategies that can service more than one local jurisdiction within the region.3. Facilitate the development of multi-jurisdictional arrangements for the marketing of recyclable materials.4. To the extent possible, facilitate resolution of conflicts and inconsistencies between or among city source reduction and recycling elements.5. To develop goals, policies, and procedures that are consistent with guidelines and regulations adopted by the Integrated Waste Management Board, and to guide the development of the Siting Element of the County-wide Integrated Waste Management Plan.6. To advise the Board of Supervisors on matters pertaining to the County-wide Household Hazardous Waste Program.
MEETING DATE AND LOCATION:	The committee meets on an as-needed basis at the Department of Public Works, Conference Room A 1810 East Hazelton Avenue, Stockton, California.
PUBLIC WORKS REPRESENTATIVE:	Desi Reno, Integrated Waste Manager San Joaquin County Public Works Department Solid Waste Division 1810 East Hazelton Avenue Stockton, California 95205 (209) 468-3066



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Approve Staff Recommendation for Preferred Site Selection for the Lodi Surface Water Treatment Facilities

MEETING DATE: September 5, 2007

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Approve the staff recommendation for the preferred site selection for the Lodi Surface Water Treatment Facilities.

BACKGROUND INFORMATION: At the August 15, 2007 Council meeting, staff and the consulting firm, HDR, presented the results of a study that considered five alternative sites for the new Surface Water Treatment Facility (SWTF) with the objective to receive site selection direction from the City Council early in the program. Selecting the preferred site early in the program allows for a focused evaluation of the single site instead of multiple sites.

The five alternative sites (as shown on Exhibit 1) were:

- A – The vacant 13 acres at the west side of Lodi Lake
- B – The General Mills orchard property west of Site A
- C – The “scenic overlook” site at the end of Awani Drive at the Mokelumne River
- D – Along the Woodbridge Irrigation District (WID) Canal, 0.6 miles northwest of the corner of Lower Sacramento Road and Sargent Road (immediately west of the proposed Westside residential development project)
- E – Along the WID canal, just north of Turner Road

The City Council had a number of concerns and questions and directed staff to report back at the September 5, 2007 meeting. Site A is still recommended as the preferred site. The concerns/questions were:

- Would General Mills be willing to sell part of their orchard for the project?
 - City Manager Blair King and Public Works Director Richard Prima met with outgoing General Manager Bob Wheeler, incoming Manager Carson Funderburk and Plant Engineer Jenny Wright to discuss this possibility. They indicated General Mills has kept that property as part of their buffer between their industrial activities (including rail deliveries) and adjacent residential land. They were willing to consider the possibility of selling the property but wanted more information as to noise, etc., that the City facility might generate, and they wanted to visit a similar facility. Staff is working on responding to their requests.
 - At the Council meeting, the Mayor commented that the site would probably cost more than the \$200,000 per acre assumed in the site assessment. Staff does not doubt this is the case but has not proceeded on a formal appraisal. For a rough comparison, the recent appraisal of the City property (3.6 acres) at the end of Awani Drive resulted in a gross value of just under \$330,000 per acre.
- The cost of sites D and E (located westerly of the WID canal and the General Plan limits) is high because of the plan to pipe the raw water from the River to the site. Omitting that cost would make them nearly equal to Sites A and B. Why not take the water out of the canal?

APPROVED: _____
Blair King, City Manager

- Both the City's consultants and staff strongly recommended for safety and security reasons that the water not be taken from the canal. In addition, the State Health Services Department (DHS), which regulates our drinking water system and has permit authority over the project, "strongly recommends" that the water be piped. Since the City has not yet submitted the full watershed assessment, DHS has not provided a formal response on this issue, but in conversations with the DHS District Engineer, the State relies heavily on the recommendations of the design professional.
- In addition, these sites are located in agricultural land outside the General Plan boundaries. The City has, in the past, been criticized for placing urban facilities in the County, and staff anticipates similar difficulties for these sites. Locating the site within the General Plan boundary would eliminate Site E (unless we wanted to buy a large part of the Bridgetowne subdivision), and Site D would be within the proposed Westside development, certainly at a cost much higher than considered in the site assessment.
- Utilizing Site A is incompatible with the planned park improvements and would make the rest of the site unusable for Park purposes, and the SWTF project should "pay" for the land.
 - As noted, there is no current master plan for the site, so it is difficult to assess specific losses of potential uses. The proposal for Site A, as conceived by staff and in response to comments from the Parks & Recreation Commission, is:
 - Develop a master site plan for the entire parcel, including the SWTF and park uses
 - Share facilities and improvements as much as possible to be efficient in terms of land usage (such as roadway access, parking, restrooms)
 - Attempt to minimize land needs by locating the raw water pump station at the WID canal
 - Design the facility with site and architectural enhancements to fit with the park. Also, the building elements of the SWTF can be separated such that the more "industrial" components are located near the railroad tracks and the existing substation.
 - Have the SWTF facility itself provide public benefit through development of a viewing/educational multi-purpose room, possibly as a replacement for the aging Discovery Center currently located in the old snack bar at Lodi Lake.
 - Having the project literally pay the General Fund for the site is within the discretion of the City Council. Staff has assumed that the compensation and/or mitigation for park impacts would be in the form of enhanced or additional improvements as part of the SWTF project.

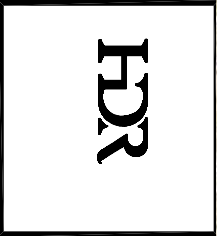
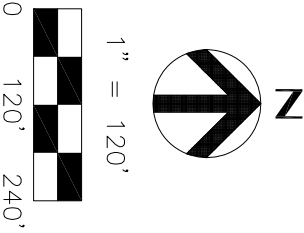
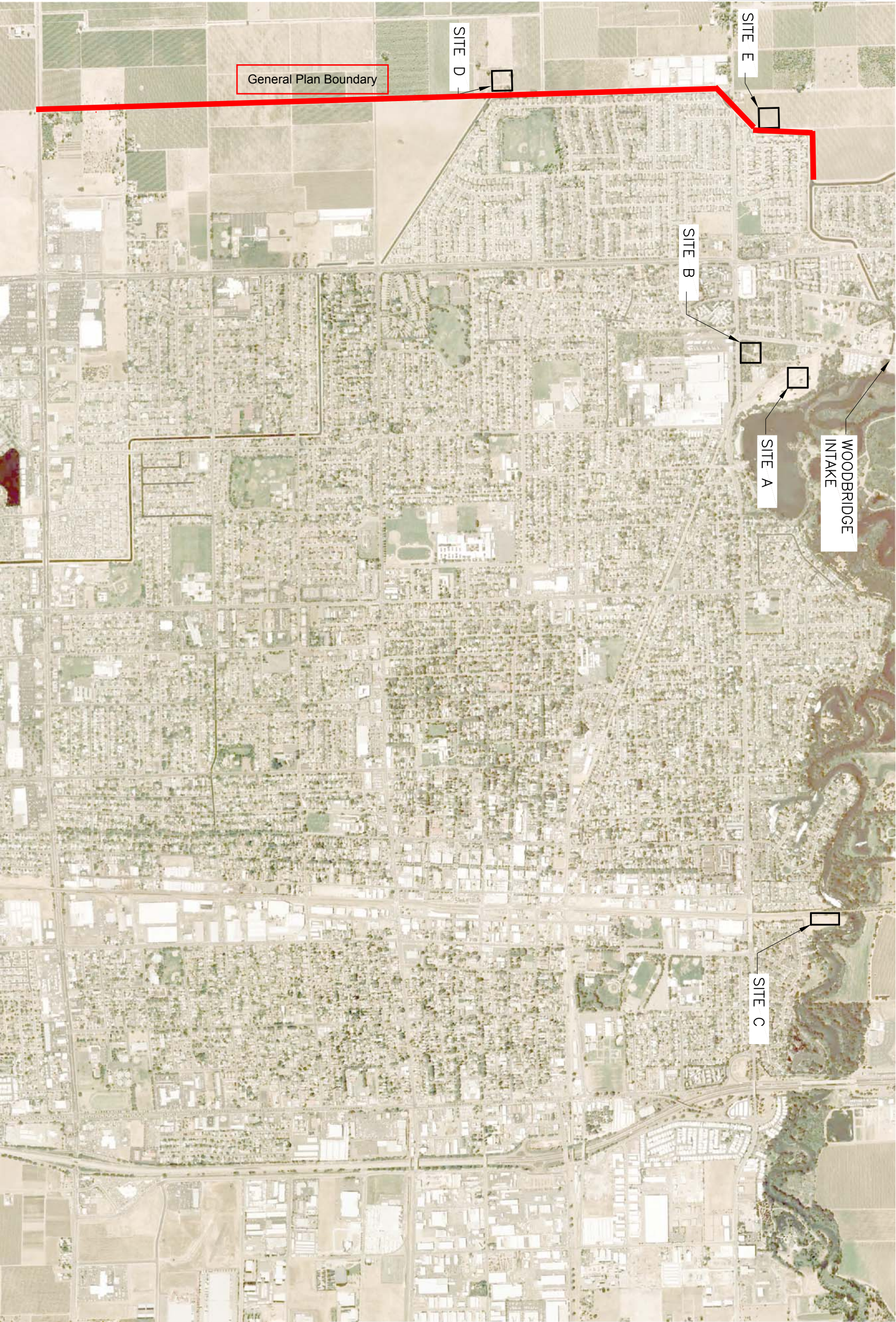
"Next steps" in this project process will be to refine the site layout and the treatment technology (which includes the watershed assessment), geotechnical work, evaluation of environmental considerations, distribution system modification evaluation and phasing/cost estimates. Staff hopes to be ready to start final design in less than eighteen months, in order to have a functioning facility in the 2010/11 time frame.

FISCAL IMPACT: Site A is the recommended site for the Surface Water Treatment Facility and, if selected, could realize a reduced capital expenditure in excess of \$1,000,000 or provide additional public park improvements.

FUNDING AVAILABLE: Not applicable at this time.

Richard C. Prima, Jr.
Public Works Director

RCP/pmf
Attachment



ALTERNATIVE SWTF SITE LOCATIONS

CITY OF LODI – SURFACE WATER TREATMENT FACILITY

DATE	6/19/07
FIGURE	1



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Receive White Slough Water Pollution Control Facility Capital Improvement Project Update and Authorize the City Manager to Effectuate the Financing Plan for the Project

MEETING DATE: September 5, 2007

PREPARED BY: Public Works Director/Deputy City Manager

RECOMMENDED ACTION: Receive White Slough Water Pollution Control Facility Capital Improvement Project Update and authorize the City Manager to effectuate the financing plan for the project by the following actions:

1) Adopt resolution authorizing Stone & Youngberg to serve as Senior Managing Underwriter and Bear Stearns as Co-Manager, directing the City Manager to execute contracts on the City's behalf (payable from proceeds in an approximate amount of \$100,000 excluding "takedown" fee); 2) Authorize the City Manager to engage Lamont Financial Services for a not-to-exceed amount of \$50,000 to provide financial advisor services; and 3) Authorize the City Manager to engage Orrick, Herrington & Sutcliffe, LLP to serve as Bond Counsel (payable from proceeds in an approximate amount of \$110,000).

BACKGROUND INFORMATION: The City has made substantial progress on the State-mandated improvements at the White Slough Water Pollution Control Facility. Phase 1 – Interim Aeration Improvements and miscellaneous electrical and earthwork improvements was completed in 2003.

Phase 2 – Year 2004 Improvements Project, which was completed in 2006, included the installation of tertiary filters, UV disinfection equipment, additional aeration improvements, emergency generator, and associated electrical and mechanical facilities.

The Phase 3 project, which is underway, includes the construction of an additional secondary clarifier, an additional digester, aeration basins, headworks modifications, minor administration building modifications, and associated electrical, mechanical, utility, site preparation and demolition work. The improvements to the secondary process are necessary to meet current and anticipated State of California regulatory requirements and improve treatment process reliability. This project is being built by Western Water Constructors and is progressing well.

One element of the project consists of capital maintenance work on the headworks, which is the entry-point into the treatment plant. Performing this work requires switching flow from the domestic system to the industrial side of the facility, which involves significant temporary diverting and pumping facilities. Staff has worked with Western Water to design a permanent facility (without pumps) that will save money in the long run. (More on this in the Planned Projects discussion below.)

The total project estimate for Phase 3 is \$20,600,000 which includes: prepurchased equipment, construction administration services, environmental survey, construction contract, testing and inspection contract, construction contingencies, and other project-associated expenses.

APPROVED: _____
Blair King, City Manager

This project will bring the Facility's treatment capacity back to 8.5 million gallons per day, which has been the basis for the City's planning and financial studies for many years. This capacity should last the City another 15 to 20 years, depending on growth rates (2% to 1.5% respectively). Note that growth in wastewater generation does not necessarily track population growth. Improved water conservation measures in new construction will reduce demands on the treatment facility. However, this capacity is dependent on regulatory standards. For example, the new Air District regulations on volatile organic compounds will lead to changes in the way the City land-applies biosolids. Since we already have a very low-cost method of land application (biosolids are added to the irrigation water), and changing to either land spreading/disking or landfill disposal will require construction of de-watering facilities.

Discharge Permit

The Central Valley Regional Water Quality Control Board has issued for public comment, a Tentative Permit for Lodi's Facility. The comment period ended August 17, 2007, and Lodi, as well as others, commented on the permit. Lodi's comments focused on technical matters and compliance schedules. In brief, our comments were:

- The limits for mercury should be revised upward. The proposed permit drastically reduces the mercury limit from the previous permit. While staff believes a reduction is warranted, the levels proposed by the Board, in effect, penalize the City for the performance of the new tertiary facilities.
- The limits for ammonia should be revised. We believe there is a technical oversight in the calculation of the monthly average limit and it should be increased from 1.1 to 2.5 mg/L.
- The compliance time for the new ammonia, nitrate and nitrite limits should be extended from the proposed May 17, 2010 date to the end of the permit term. The proposed limits are stricter than anticipated in the design of the current improvement project, thus the City may need more time to plan and implement measures to meet the new limits. For example, the design anticipated a "floating limit" similar to other recent permits with an ammonia limit ranging from 2.5 to 6.1 mg/L.
- The loading limit for field application should be revised. The tentative permit contains a new limit on Biochemical Oxygen Demand (BOD) to the agricultural fields. The limit is designed to maintain aerobic conditions in the upper soil profile. While we do not dispute the concept, we had a number of technical comments on how to compute the loading and the time necessary for compliance.
- In addition, the City had a number of relatively minor technical/editorial comments on the permit.

Comments from other agencies, organizations and individuals were fairly extensive and questioned a wide range of issues. Many included references to a report issued by an engineer with the State Water Resources Control Board. This report was the topic of local newspaper articles on August 18, 2007. City staff became aware of this report on Friday, August 17 when we were contacted by the press. Having reviewed the report, staff is preparing detailed responses for the record with the Regional Board. In general, we believe:

- The report excluded pertinent information from reports issued in 2004 and 2006 and regular monitoring data.
- The report is replete with inaccurate technical statements.
- The report contains many unsubstantiated conclusions and opinions that are presented as facts.
- The report contains inaccurate legal statements not supported by current State law and policy.

The Regional Board has not yet released their responses to the comments, although staff believes there will likely be additional changes to the tentative permit. The Board intends to conduct a public hearing on the permit on September 13/14, 2007, at its regular meeting to be held in Fresno. (Note that the City's cover letter transmitting our comments requested the hearing be held in Sacramento.)

Planned Projects

Staff has prepared a five-year capital program for the White Slough Facility. This program will be used in the financial analysis (discussed later). In addition, we will have increased operating costs as both flow and regulatory requirements increase.

<u>Issue/Project</u>	<u>Estimated Cost</u>	<u>Comments</u>
Trunk Sewer Rehabilitation	\$7.5 million	Although the Phase 3 project includes some minor repairs on the pipeline between Lodi and the Facility, the entire length of the line is in need of rehabilitation in the next year. This project will require flow diversion. As part of the Phase 3 project, a permanent diversion structure is being built at the western edge of the City.
Regulatory Compliance Studies	\$365,000 per year over 5 years (avg.)	The new discharge permit requires a number of reports, studies and plans: <ul style="list-style-type: none"> • Toxicity Reduction Evaluation • Site Specific Temperature Study • Constituents of Concern/Pollution Prevention Plan • Flow Increase Report • Industrial Influent Characterization Study • Background Groundwater Quality Study • Title 22 Engineering Report • Effluent Receiving Water Characterization Study • Pollution Prevention Plan for Mg, Al, THM's • Salinity Evaluation and Minimization Plan • Report of Waste Discharge (for next permit)
Storage Ponds	\$1.5 to \$3 million	Additional storage for effluent is needed to provide operational flexibility to manage plant upsets and irrigation demands. Additional storage will certainly be needed if a recycled water distribution system is implemented. Studies on these needs are underway.
Biosolids/Effluent Land Application Management	Approx. \$5 to \$8 million	Staff and our wastewater consultants are studying various ways to meet current and anticipated regulatory requirements pertaining to land application at White Slough. A recommendation has not yet been made. The cost estimate shown assumes drying and removal of biosolids.

Need for Financing

The capital improvements are of a type and nature that have a useful life expectancy of approximately 30 to 50 years. Improvements that have a useful life expectancy of this length of time are typically financed with long term debt that is repaid over a similar time period as the useful life expectancy of the asset. Thus, there is a matching of the utilization of the capital improvement over its useful life with the burden of funding/financing it over its useful life. In addition to the financing needed for the phase 3 plant improvements, there is an opportunity to refinance at a lower interest rate, debt that was issued (1991) for capital improvements at the White Slough plant. The remaining balance of the 1991 debt is approximately \$8.6 million. Preliminary estimates show a need for issuing Certificates of Participation (COP) of approximately \$30 million to pay for the phase 3 improvements, to refinance the remaining balance of the 1991 COP and to pay for the cost of issuing the COP (underwriting, bond counsel, financial advisor, rating agency reviews, surety costs and other related issuance costs). It is necessary to procure the services of financial and legal experts to complete the financing of the project. Each of the professional engagements is discussed below starting with the Investment Banker /Underwriter.

Investment Banker/Underwriter

Two options that are typically used to sell the COP are: 1) a competitive bid process at the point of sale, or 2) a negotiated sale through an Investment Bank/ Underwriter. Although the size of this debt issue is significant to the City of Lodi, it is likely that it will not be viewed as such in the debt/investment market place. With the objective to sell the COP at the lowest net interest cost and consequently to keep the end cost to the utility customer as low as possible, the second option is recommended. Although competition typically results in the lowest interest cost, debt issues that are less than \$50 million are not considered large enough to attract more than one or two bids in a competitive sale. Under option two, the cost of the underwriting bank is thereby fixed before the sale occurs versus waiting to determine the cost of underwriting and the resultant net interest cost until bids during a competitive sale. Due to the relatively small amount of this sale, staff (in conjunction with the advice of our financial advisor Lamont Financial Services), is recommending two Underwriting Banks be engaged for this financing. Seven underwriting firms were contacted and based on a review of their qualifications, which included fee for services, familiarity with the City of Lodi, ability to market the COP to buyers and other related factors, two firms (Stone & Youngberg and Bear Stearns) were invited for interviews. The following table lists the results of the initial evaluation:

Underwriting Bank	Score
Stone & Youngberg	94
Bear Stearns	85
UBS	77
Bank of America	74
E.J. De La Rosa & Company	67
First Southwest	64
Woff, Hansen & Company	Not responsive to RFQ
Henderson Capital	No response

The interviews were conducted by the City Manager, Public Works Director, Deputy City Manager, Budget Manager, a representative from Lamont Financial Services and two members of the Budget/Finance Committee. The interviews were completed on August 28, 2007 and the recommendation from the interview team is to engage Stone & Youngberg as the Senior Manager and Bear Stearns as the Co-Manager on the financing. The fee for services will be split between the two firms and is estimated to be \$100,000 in total.

Bond Counsel

Orrick, Herrington & Sutcliff has provided services to the City of Lodi on numerous occasions related to various debt issues over the course of several years. In particular they have served as Bond Counsel for the 2004 Wastewater COP. Based on their familiarity with the covenants associated with previous Wastewater issues and their expertise in dealing with the issues associated with the City of Lodi, staff recommends utilization of them as Bond Counsel on the 2007 Wastewater COP. There fees are estimated to be \$110,000. The scope of services includes preparation of the installment sale agreement, trust agreement, escrow deposit agreement and tax certificate for the transaction, preparation of all required resolutions for the transaction, preparation of closing documents for the City and the corporation, participation in document discussions with the working group, delivery of our standard forms of approving opinion and supplemental opinion and attendance at such meetings of the City Council and corporation board as the City may request.

Financial Advisor

The City Council approved the utilization of Lamont Financial Services in February 2007. At that time Council provided direction for staff to advise them on a project by project basis as financial advisory services are needed. Lamont Financial Services has given staff an estimate of \$50,000 to provide financial advisory services on this 2007 COP project. Their scope of work is attached as Exhibit A. Lamont will provide overall financial advisory services for this project, which includes coordinating all of the necessary events through the issuance of the new COP, providing projections on the various options related to sizing and timing of the debt issue, analyzing and confirming the interest rates on the sale of securities by the Investment Banker/Underwriter, coordinating with City staff, Bond Counsel, rating agencies and the Investment Banker/Underwriter related to provision of preliminary documents and Official Statement and all other necessary documents necessary to complete the 2007 COP transaction.

FISCAL IMPACT: The rate increase adopted in 2004 assumed a three-phase project and included allowances for three COP financings and two financings have been done. Approximately \$13.3 million of proceeds from the second financing are being applied to the Phase 3 project and an additional \$1.5 million in wastewater impact fees is also available. Thus, the third financing, which will be needed to complete the project, was not done at the time the project was awarded. Staff has been working with our financial advisor on the timing and amount of the Phase 3 financing(s); taking into account the above described issues and projects, as well as potentially refinancing the older 1991 Certificates of Participation. The recommended time frame for the third financing is in the fall of 2007. We are evaluating alternative borrowing structures and phasing, as well as the possibility of State Revolving Loan fund financing for the pipeline project. Our goal will be to structure the projects and financing such that the 2004 rate increases, as well as the annual adjustments, will be sufficient for the near future.

FUNDING AVAILABLE: Funding is provided through Wastewater Rates and the COP is appropriately included in the 2007-08 budget as approved by City Council.

Richard C. Prima, Jr.
Public Works Director

James R. Krueger
Deputy City Manager

cc: Charles Swimley, Water Services Manager
Bruce West, West Yost and Associates

Del Kerlin, Wastewater Treatment Superintendent
Tom Dunphy, LaMont Financial Services

**City of Lodi
Wastewater System
Refunding & New Money Issue**

Time and Responsibility Revised Schedule as of August 17, 2007

Week of:	Activity	Parties
July 16	<ul style="list-style-type: none"> Preparation of Reimbursement Resolution Discussion regarding Wastewater Rate Study Consultant Preliminary Bond Sizing Numbers Circulated to Working Group Selection of Financing Team i.e. Underwriter, Bond Counsel, Verification Agent---Need to Bid for Services? 	CFO, PW, CA, BC PW FA CM, CFO, PW, CA, FA
July 23	<ul style="list-style-type: none"> Draft RFQ Circulated for Underwriting Services Revised Underwriting RFQ Circulated for Approval 	FA FA
July 30	<ul style="list-style-type: none"> Retain Rate Consultant for Bond Financing RFQ Sent to Selected Underwriters City Council Approval of Reimbursement Resolution 	PW CFO, FA CM, CFO
August 20	<ul style="list-style-type: none"> Underwriter Interviews/Recommended Underwriter to Counsel Cash Flow Analysis/Bond Sizing Requirements Refunding/New Money Bond Structure 	WG FA FA
August 27	<ul style="list-style-type: none"> Distribute 1st Draft of Plan of Finance Initial Draft of Legal Documents Circulated 	FA BC
September 3	<ul style="list-style-type: none"> Selection of Underwriter by City Counsel Bond Financing "Kick-Off" Meeting Bond Document Meeting/Review Initial Rate Study Findings Review 1st Draft of Legal Documents/Circulate 2nd Draft 	CM, CFO WG WG BC
September 10	<ul style="list-style-type: none"> Document Session to Review 2nd Legal Document Drafts Distribute 1st draft of Preliminary ratings presentation Review Final Draft of Rate Study Initial Draft of Preliminary Official Statement ("POS") Circulated Preliminary Discussions with Bond Insurers Initial Conversation with Rating Agencies 	BC WG UW PW UC UW, FA, CFO
September 17	<ul style="list-style-type: none"> Distribute 3rd draft of Legal Documents, 2nd draft of POS Structure Bond Sizing Model with Rate Study Findings Meeting/call on 2nd draft of POS, 3rd draft of Legal Documents Distribute 2nd draft of Preliminary ratings presentation 	UC, BC FA, UW WG UW, FA
September 24	<ul style="list-style-type: none"> Call/meeting to review 2nd draft of Preliminary ratings presentation Distribute 3rd draft of POS, 4th draft of Legal Documents Rehearsal call/meeting for Preliminary ratings meeting 	WG UC/BC WG
October 1	<ul style="list-style-type: none"> Preliminary Rating Agency Meetings Call to review 3rd draft of POS, 4th draft of bond documents Distribute 1st draft of Bond Purchase Agreement (BPA) Distribute 5th draft of POS 	WG UC UC UC
October 8	<ul style="list-style-type: none"> Call to release 5th draft of POS and Legal Documents to rating agencies and credit enhancers Distribute 2nd draft of BPA and 1st draft of syndicate policies 	WG UC, CFO
October 15	<ul style="list-style-type: none"> Calls with bond insurers Distribute draft internet road-show presentation and hold conference call to review same Receive credit enhancement proposals; conference call to review same Conference call to review and finalize syndicate policies Distribute 3rd draft of BPA 	UW, FA, PW, CFO UW UW, FA, CFO UW, CM, CFO, UC

City of Lodi
Wastewater System
Refunding & New Money Issue
Time & Responsibility Schedule

October 22	<ul style="list-style-type: none"> Receive rating indications; negotiate final terms Distribute revised POS and legal documents reflecting any changes for consideration by the City Council Distribute and finalize internet road show One-on-One conference calls with investors as requested Distribute financing schedule of events and calls and syndicate policies to CMs 	UW, FA WG UW UW UW, FA
October 29	<ul style="list-style-type: none"> Due diligence call with CMs City Council approve documents Post POS 	WG WG UC
November 5	<ul style="list-style-type: none"> Retail Order Period and Pricing 	UW
November 8	<ul style="list-style-type: none"> Mail Final POS 	WG
November 15	<ul style="list-style-type: none"> Closing 	WG
February 1, 2008	<ul style="list-style-type: none"> Call Series 1991 Wastewater System Revenue Bonds 	T

Legend – Interested Parties

Lodi	City of Lodi
CM	City Manager
CFO	Chief Financial Officer
CA	City Attorney
PW	Public Works
BC	Bond Counsel – Orrick Herrington & Sutcliffe
FA	Financial Advisor – Lamont Financial
UC	Underwriters' Counsel
UW	Senior Manager
WRC	Wastewater Rate Consultant
CM	Co-Managing Underwriters
WG	Working Group
VA	Verification Agent
T	Trustee

RESOLUTION NO. 2007-

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING STONE & YOUNGBERG TO SERVE AS
SENIOR MANAGING UNDERWRITER AND BEAR
STEARNS AS CO-MANAGER

=====

WHEREAS, the City of Lodi needs to procure Investment Banking/Underwriting, services for the financing of White Slough Wastewater Treatment Plant Capital Improvements ; and

WHEREAS, the City of Lodi has reviewed and ranked the qualifications of seven Investment Banking/Underwriter firms that were requested to submit qualifications after which two of those firms (Stone & Youngberg and Bear Stearns) were interviewed; and

WHEREAS, a committee of City staff, the City's financial advisor and two members of the Budget and Finance Committee recommended that Stone & Youngberg serve as Senior Managing Underwriter and Bear Stearns as Co-Manager ; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lodi does hereby authorize the City Manager to enter into agreements to provide financial services with Stone & Youngberg and Bear Stearns.

Dated: September 5, 2007

=====

I hereby certify that Resolution No. 2007- was passed and adopted by the City Council of the City of Lodi in a regular meeting held September 5, 2007, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2007-



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Update of Lodi's Request to the San Joaquin Council of Governments to Appoint a Member of the Lodi City Council to the San Joaquin Regional Rail Commission.

MEETING DATE: September 5, 2007

PREPARED BY: City Manager

RECOMMENDED ACTION: Receive an update on the response to the City of Lodi's request for an appointment to the San Joaquin Regional Rail Commission.

BACKGROUND INFORMATION: The San Joaquin Regional Rail Commission owns, operates, and is the policy-making body for the Altamont Commuter Express (ACE). The Rail Commission is governed by an eight-member Board of Directors appointed by S.J. Council of Governments. Currently, the Rail Commission is comprised of representatives from Tracy, Lathrop, Manteca, Ripon, Stockton, San Joaquin County, Alameda County, and BART. Although Jack Sieglock served on the Rail Commission as a representative of the Board of Supervisors, there is currently no representation from the Fourth District. Lodi and Escalon are presently unrepresented on the Rail Commission.

Building upon the success of the ACE commuter train, the Regional Rail Commission is exploring the development of a commuter train to serve the Merced-Stockton-Sacramento corridor.

Recognizing the significances to Lodi of a Merced-Stockton-Sacramento commuter train, the City Council unanimously adopted a resolution on February 21, 2007 requesting that Mayor Johnson be appointed to the Regional Rail Commission. COG's Executive Committee considered Lodi's request and provided the attached response. The Executive Committee took no formal action, but did not respond favorably to Lodi's request.

In July, Mayor Johnson, Councilmember Hansen, City staff, and Supervisor Vogel met with COG staff, Director of the San Joaquin Regional Rail Commission Ms. Mortenson, and members of the Rail Commission. At that time, the Rail Commission stated its objections to Lodi's proposal and an alternative proposal to have all jurisdictions in the County have an appointment on the Rail Commission.

The Rail Commission is concerned that the size of the Rail Commission will cause the Commission to be unwieldy and appointments from individual cities will cause people to act provincially and not regionally.

APPROVED: _____
Blair King, City Manager

Staff has researched the composition of various public transit agencies that provide rail commuter service and finds that there is no universal size or composition.

Informal discussion has been held with representatives from the City of Escalon. Informally, they have indicated support for a proposal that would have representation from all cities in San Joaquin County on the Rail Commission.

In conclusion, the point of this issue at this time is to discuss current status and possible next steps.

FISCAL IMPACT: The most direct fiscal impact to Lodi at this time is via funding to the Commission by San Joaquin COG. Approximately 40 percent of Rail Commission's funding comes from COG.

Blair King, City Manager

Attachment

STAFF REPORT

SUBJECT: City of Lodi Request for Seat on the
Regional Rail Commission

RECOMMENDED ACTION: Direction

DISCUSSION:

At their February 21, 2007 meeting the City of Lodi City Council voted unanimously to request that Mayor Bob Johnson be appointed to the San Joaquin Regional Rail Commission from the City of Lodi. The Council recognized that there is no vacancy on the Regional Rail Commission but requested this action believing that decisions regarding future rail operations to the Sacramento area are crucial to the City of Lodi and that the city should have a voice in the decision making.

San Joaquin Regional Rail Commission Board Composition

There are six members of the San Joaquin Regional Rail Commission and two additional members who vote on issues of a multi-county basis regarding ACE service. This is defined in the Joint Powers Agreement approved by all jurisdictions within San Joaquin County. The six members of the Commission are appointed by the San Joaquin Council of Governments. The only limitation is that these members must be elected city council members or county supervisors. There are no other restrictions. The COG Board could approve two or three or four members from one jurisdiction if it believed this best represented the interests of the Regional Rail Commission. The COG Board has adopted a practice and that is to appoint at least one member from the Stockton City Council (Councilmember Steve Bestolarides) and one from the County Board of Supervisors (Supervisor Larry Ruhstaller). Lathrop, Manteca and Tracy have also been given great consideration in recent years because of the proximity of the two south county stations. Besides Mr. Bestolarides and Mr. Ruhstaller, the remaining four members are Mayor Kristy Sayles of Lathrop, Councilmember John Harris of Manteca, Councilmember Mike Restuccia of Ripon, and Mayor Brent Ives of Tracy. There are no representatives from the City of Escalon or the City of Lodi councils on the Regional Rail Commission.

As the SJCOG Board recently discussed at some length, the appointment of a Regional Rail Commission member is a SJCOG Board decision. The appointment is not "from" a city council, and the appointment is not meant to have the elected official "represent" that City

Council. They are to represent the interests of the traveling public and the citizenry of San Joaquin County interested in effective rail transit service delivery and management. While this is an accurate characterization of the ideal role played by a Commissioner, the Commission members also choose what interests they wish to pursue, emphasize and advocate for as Commissioners.

*Prepared by: Andrew T. Chesley, Executive Director
M:\staffrpt\2007\April\Exec. Com.\executive committee composition*



SAN JOAQUIN COUNCIL OF GOVERNMENTS

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www.sjcog.org

John Harris
CHAIR

Victor Mow
VICE CHAIR

Andrew T. Chesley
EXECUTIVE DIRECTOR

Member Agencies

CITIES OF
ESCALON,
LATHROP,
LODI,
MANTECA,
RIPON,
STOCKTON,
TRACY,
AND
THE COUNTY OF
SAN JOAQUIN

May 24, 2007

Mayor Bob Johnson
City of Lodi
P.O. Box 3006
Lodi, CA 95241-1910

Honorable Mayor Bob Johnson:

The San Joaquin Council of Governments received your letter of March and had a long discussion at our Executive Committee meeting. While the San Joaquin Council of Governments Executive Committee took no formal action, I was asked to make the following points to you regarding the question of an appointment to the San Joaquin Regional Rail Commission from the City of Lodi City Council.

- There are no designated seats on the San Joaquin Regional Rail Commission for any of the jurisdictions which are signatories to the Joint Powers Agreement.
- The appointment of a San Joaquin Regional Rail Commission member is to represent the best interests of the region as opposed to any one jurisdiction.
- The San Joaquin Council of Governments has the responsibility to appoint six, locally elected officials to the Commission. This means that at least two jurisdictions will not have an elected official serving on the Rail Commission at any given time.

To add a councilmember from the City of Lodi would require a change in the Joint Powers Agreement creating the San Joaquin Regional Rail Commission, or the replacement of an existing San Joaquin Regional Rail Commission member. The Executive Committee discussion indicated no interest in modifying the JPA at this time, nor a willingness to change the appointed members of the San Joaquin Regional Rail Commission.

The Council of Governments board must appoint the six members of the San Joaquin Regional Rail Commission. The ability of an appointee to represent the best interests of the region has been a paramount consideration. The Board has taken into consideration a number of other factors as well in selecting members. Interest in rail issues, interest in existing station locations, ridership from a community, participation

MAY 29 2007
CITY MANAGER'S OFFICE

in regional issues, and geographic distribution have been considerations. On that last point, the JPA creating the Rail Commission would allow the Council of Governments to appoint three members from say the Manteca City Council. The COG Board however has never appointed more than one member of a jurisdiction at a given time.

I can assure you that the San Joaquin Regional Rail Commission is very aware of the concerns in the City of Lodi regarding any future expansion of service to the north and service to the City of Lodi. I can also assure you that the San Joaquin Council of Governments is also very much aware of this and that both organizations will assure that the interests of the City are a part of the decision making process on any future expansion of the service.

Recognizing your concerns may I suggest that a meeting with you, the Chair of the San Joaquin Regional Rail Commission and me as Chair of the Council of Governments to discuss your request further may be in order. There may be options we have yet to explore. I will ask Mr. Chesley of SJCOG staff to contact Lodi City Manager Blair King and Ms. Mortenson of the San Joaquin Regional Rail Commission to arrange a meeting of all of us. I hope this meets with your approval.

Sincerely yours,



JOHN W. HARRIS
Chair, San Joaquin Council of Governments

Cc: Blair King
Stacey Mortenson
Andrew Chesley
Mayor Brent Ives, Chair SJRRC

CITY COUNCIL

BOB JOHNSON, Mayor
JOANNE MOUNCE
Mayor Pro Tempore
LARRY D. HANSEN
PHIL KATZAKIAN
SUSAN HITCHCOCK

CITY OF LODI

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BLAIR KING, City Manager
RANDI JOHL, City Clerk
D. STEPHEN SCHWABAUER
City Attorney

February 22, 2007

Chairman John W. Harris
San Joaquin Council of Governments
555 East Weber Avenue
Stockton, California 95202

Dear Mr. Harris:

SUBJECT: APPOINTMENT TO THE SAN JOAQUIN REGIONAL RAIL COMMISSION

At the February 1, 2007, meeting of the San Joaquin Regional Rail Commission, the topic of expansion of commuter rail service in San Joaquin and adjacent counties was discussed. Prominent in the conversation was the consideration of passenger service up the Highway 99 Corridor, through the City of Lodi, and beyond.

The City of Lodi has a strong interest in seeing an expansion of commuter rail service through our community. Amtrak currently provides daily commuter service to points north and south. A multi-modal station tends to the needs of both rail and bus passengers simultaneously. A multi-story parking structure exists in prime location adjacent to our rail depot. Much of the needed infrastructure is already in place, and the City welcomes the opportunity to expand commuter services for residents of Lodi, as well as other potential passengers in the north County and foothill communities.

As the Rail Commission plans for this important expansion, it is vital that the City of Lodi be afforded a place at the table. Currently, neither the City of Lodi, nor the north County, has any representation on the Commission.

We respectfully request that the San Joaquin Council of Governments appoint, at its earliest convenience, a representative of the Lodi City Council to the San Joaquin Regional Rail Commission.

Thank you for your consideration of this most important matter.

Sincerely,



Bob Johnson
Mayor

C: File



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Direct City Staff to prepare a draft amendment to the Lodi Municipal Code that will add a Freeway Commercial Overlay Zone classification

MEETING DATE: September 5, 2007

PREPARED BY: Community Development Department

RECOMMENDED ACTION: Direct City staff to prepare a draft amendment to the Lodi Municipal Code that will add a Freeway Commercial Overlay Zone Classification.

BACKGROUND INFORMATION:

Purpose

Staff is concerned with the vitality of the Cherokee Lane corridor and enhancing its economic strength and aesthetic appeal. Staff is also concerned with institutional barriers to the development of more lodging opportunities within Lodi. Taken together, staff believes that the Cherokee Lane corridor represents an opportunity to encourage hotel/motel development and other higher intensity uses. The height limit of the C-2 General-Commercial Zone, the zone which the Cherokee Lane corridor is designated, is 2 stories. Hotel/Motel development is often higher than 2 stories, up to 4 stories in height. A mechanism should be developed to allow the City to respond to these market driven needs for an increased height limit while also using this as an opportunity to improve the Cherokee Lane corridor.

The Freeway Commercial Overlay Zone (FC-O) is intended to provide additional flexibility in the development of commercial properties adjacent to Highway 99. The FC-O would allow properties that meet specific parcel and land use criteria to apply for approval of a development plan that includes building features that vary from the normal development standards of the underlying General-Commercial (C-2) zone. Each project would be reviewed on a case by case basis and must contain unique features that would preclude the project from being developed using standard C-2 development criteria, particularly a building design that exceeds the current C-2 height limit of 2-stories or 35 feet.

Location

At present, the FC-O is proposed to be limited to an area adjacent to Highway 99. Specifically, the FC-O would include the Cherokee Lane corridor generally extending from Turner Road on the north to Century Boulevard on the south (see project area map). The area included is primarily zoned C-2, general commercial, although a small portion of the area is zone M-1, light industrial and R-C-P, Residential-Commercial-Professional. The area included in the Overlay has been identified as having the highest potential for hotel and other types of higher intensity development given its exposure and accessibility to the freeway.

APPROVED: _____
Blair King, City Manager

Criteria

For a project to qualify for consideration under the FC-O, the project will have to meet the following criteria:

1. The Underlying land use designation must be zoned General Commercial (C-2).
2. The proposed project must be a commercial project and must be a land use permitted by the underlying General Commercial (C-2) Zone.
3. The property must first have a General Plan designation of General Commercial and be rezoned to C-2 before it can participate in the FC-O process. This may require the rezoning of multiple parcels to avoid creating a spot zone.
4. The project must be on a parcel(s) of land that can total one acre in size or larger.
5. The project can exceed the C-2 floor area ratio (F.A.R.) of 0.4, typically allowing 2 stories, but shall not exceed a F.A.R. of 2.0 (typically 4 stories) and have a height restriction of 70 feet.
6. The project proponent must submit a development plan that clearly shows all aspect of the proposed development, including building locations; building heights and number of floors; building setbacks, parking and site landscaping. Additionally, the plans must indicate the type of use proposed for each building and the exterior elevations of the buildings.
7. The proposed FC-O provides the applicant the flexibility to detail their own setbacks, lot coverage, and other site plan requirements subject to review and approval by staff and the Planning Commission.
8. The project must have some unique development or design feature that would not permit the project to comply with the normal development standards of the C-2 zone.
9. The project proponent must demonstrate that the requested changes to the design standards for the proposed project will not adversely affect surrounding properties.
10. The project must also reflect design and landscaping standards that will enhance the existing conditions in an effort to revitalized Cherokee Lane.
11. A specific Development Plan for the project must be approved by the Planning Commission.

Adoption Process

Adoption of the FC-O will require a General Plan Amendment in order to create a new General Plan classification. The Freeway Commercial Overlay (FC-O) designation will permit the same uses as the current General Commercial (GC) classification with one major difference. The GC designation permits a maximum F.A.R. of 0.40. The proposed FC-O designation will permit a F.A.R. of 2.0.

The Zoning Ordinance will also need to be amended to add the new designation of FC-O with all related development standards included. The F.A.R. of 2.0 will permit building heights greater than the current two stories. Staff's current plan is to cap the height limit at 70 feet or four stories. Other development standards can be determined on a case by case basis similar to a Planned Development-PD zone.

Environmental Review Process

The adoption of the new General Plan and Zoning designations for the Freeway Commercial Overlay designation will require some type of environmental review. It is anticipated that a Negative Declaration will be the level of environmental review required. A Negative Declaration should be sufficient because the new zone will require that each project be reviewed on a case by case basis. Except for the modified setbacks and higher F.A.R., building height and maximum number of stories, there are no additional entitlements that will result from the new zone. The permitted uses will remain the same and the number of project sites that will be affected will be limited in number because of the one-acre minimum size requirement.

Time Line for Adoption

The adoption of a new zoning classification will require both a General Plan Amendment and a change in the Zoning Ordinance. Both will require public hearings before the Planning Commission and the City Council. The Zoning Amendment will need to be done by Ordinance and therefore requires a second reading and will not take effect until 30 days after the second reading. Prior to the hearing process, the Community Development Department and the City Attorney's office will need to work out the exact language of the new zoning classification and an environmental review process will need to be completed. Based on these requirements it is anticipated that the entire process could take a minimum of 90 days to complete.

Conclusion

The FC-O will allow development of a limited number of unique projects that could not be built utilizing the normal development standards of the C-2 zone. By utilizing the added flexibility of the Freeway Commercial Overlay Zone, the City can allow the development of projects that can have a social and/or economic benefit for the City, and provide jobs or other opportunities for Lodi residents and provide for improvements to the Cherokee Lane corridor.

FISCAL IMPACT:

The proposed zoning amendment is revenue neutral. Preparation of the draft amendment and the related environmental document will be done by City staff. If the amendment is adopted, an appropriate application fee will be charged to any property owner requesting the FC-O designation.

FUNDING AVAILABLE: N/A

Randy Hatch
Community Development Director

Attachments:

1. Project area map

**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Authorize Response to San Joaquin County Grand Jury Regarding its Investigation of the Request for Proposal Process Used by San Joaquin County Emergency Medical Services.

MEETING DATE: September 5, 2007

PREPARED BY: City Attorney's Office

RECOMMENDED ACTION: Authorize Staff to Respond to the San Joaquin County Grand Jury Regarding its Investigation of the Request for Proposal Process Used by San Joaquin County Emergency Medical Services.

BACKGROUND INFORMATION: The 2005/2006 Grand Jury investigated a complaint concerning San Joaquin Counties award of the ambulance and dispatch contract to American Medical Response (AMR), and complaints alleging negligent AMR dispatch. The Grand Jury issued its Final Report on June 12, 2007 and requested that the involved City Councils respond to various recommendations made in the Report. Response is required no later than September 10, 2007.

San Joaquin County sued the cities of Lodi, Stockton and Manteca over the very issues raised by the Grand Jury investigation. In partial response to the Grand Jury Report, the parties engaged in earnest settlement negotiations. However, because the matter remains in litigation, the settlement process could be compromised by a further response. Staff anticipates negotiations between the parties will conclude in late September and a full report on the resolution will be provided to the Grand Jury at that time. As such, staff requests authorization of the Council to provide the Grand Jury with a statement that: "The City of Lodi has taken the San Joaquin County Grand Juries concerns seriously and engaged in a process to bring an expeditious resolution to the dispute. A full report on the resolution of the dispute will be provided to the Grand Jury by the early fall of 2007. "

FISCAL IMPACT: None.

Janice D. Magdich, Deputy City Attorney

cc: Mike Pretz, Fire Chief

APPROVED:

Blair King, City Manager



Grand Jury
County of San Joaquin
Courthouse
222 East Weber Avenue-Room 303
Stockton, California 95202
(209)468-3855

CASE # 10-06 FINAL REPORT:
SAN JOAQUIN COUNTY EMERGENCY MEDICAL SERVICES

REASON FOR INVESTIGATION:

The 2005/06 Grand Jury investigated a complaint concerning the Request for Proposal (RFP) process used in the awarding of the ambulance and dispatch contract by the San Joaquin County Board of Supervisors (BOS). This procurement process included the provision of all emergency ambulance responses within the County, as well as the operation of the ambulance provider's dispatch center, which was to be an approved Emergency Medical Dispatch (EMD) center and 911 secondary answering point. The investigation of the 2005/06 Grand Jury was focused upon the RFP process as it pertains to policy and procedures only and not upon the feasibility/viability of the services that may be delivered. The 2005/06 Grand Jury recommended that the BOS should provide an analysis of the ambulance service at six and twelve month intervals to the succeeding Grand Jury in order to assess the impact of this change on the health and safety of County residents.

The 2006/07 Grand Jury decided to continue the review of ambulance and dispatch services based on that recommendation. Subsequently the members received two formal complaints alleging serious dispatch failures by American Medical Response, Inc. (AMR) which have affected the response and provision of emergency medical services to the residents of San Joaquin County. One of the complaints submitted to the current Grand Jury was mostly a personal attack on the Emergency Medical Services Agency (EMS) and its Director. The management of the contract was called grossly negligent, covering up careless and dangerous practices of AMR. It also claimed that the transfer to a "lesser facility" was illegal, proven faulty and lethal. It noted that many of the problems have gone unreported in the media. In addition, it alleged that the Director of EMS has acted to protect AMR by manipulating response times and hiding the very careless behavior of AMR. In addition, the complaint called for the examination of the contract accountability by the EMS Agency and so called "misconduct" fines to be paid by the Company (AMR).

BACKGROUND:

San Joaquin County is served by seventeen fire departments. Prior to the AMR contract, three of the fire departments provided Advanced Life Support (ALS) services and fourteen provided Basic Life Support services. All emergency

ambulance service dispatching as well as fire dispatching within the county before the awarding of the contract was done by the Stockton Fire Department's Regional Dispatch Center. On May 1, 2006 services under the AMR contract began at 8 a.m.

METHOD OF INVESTIGATION:

Organizations Visited

AMR/LifeCom Call and Dispatch Center in Salida (two visits)
City of Stockton Fire Department Call and Dispatch Center
City of Stockton Police Department Call and Dispatch Center
California Highway Patrol Call and Dispatch Center
San Joaquin County Sheriff's Call and Dispatch Center
City of Tracy Fire Department
San Joaquin County Emergency Medical Services Office
City of Manteca Fire Department
City Ripon Consolidated Fire District
City of Lodi Fire Department

At the call and dispatch centers we visited, in addition to interviewing call takers and dispatchers, the Grand Jury observed and listened to calls and dispatching.

People Interviewed

AMR San Joaquin County Operations General Manager
Vice President of LifeCom Support
Director of Communications -LifeCom EMS & Fire Dispatch

EMS Administrator
EMS QI/Trauma Coordinator
EMS Specialist

President, Inspironics Corporation

Deputy Chief, City of Stockton Fire Department
Captain, Emergency Communications Director, City of Stockton Fire Department.
Dispatch Supervisor, Stockton Police Department

Chief, City of Tracy Fire Department
Chief, City of Ripon Consolidated Fire District
Chief, City of Manteca Fire Department
Chief, City of Lodi Fire Department
Lieutenant, San Joaquin County Call and Dispatch Center
Supervisory Communications Dispatcher, SJC Call and Dispatch Center
GIS Manager, SJC Community Development Department/GIS
GIS Coordinator, City of Stockton
Lieutenant, California Highway Patrol (CHP), Stockton Area
Public Safety Dispatch Supervisor, CHP, Stockton Area

Documents Reviewed:

1. San Joaquin County Emergency Medical Services Agency EMS Liaison Contact List
2. San Joaquin County EMS Quality Improvement Council Membership
3. Paramedic Services Agreement between San Joaquin County and the City of Stockton, April 9, 1986
4. List of All ALS and BLS Fire Departments in San Joaquin County
5. Letter from AMR to EMS dated August 9, 2006, Re: Appeal of fines for May and June 2006
6. Letter from EMS to AMR dated October 4, 2006, Re: Appeal of Fines for May and June 2006
7. Summaries from the EMS Incident Reporting System concerning Incidents Per Primary Incident Type, Incidents Per Reporting Company, Incidents Per Company Rpt Pertains To, 05/01/2006-01/31/2007
8. Incidents List, Detailed from the EMS Incident Reporting System for 05/01/2006-12/31/2006
9. Incidents List, Detailed from the EMS Incident Reporting System for 01/01/2007-01/31/2007
10. Incident Detail Report, Incident number: 06082553, Incident Date: 10/07/2003, 23:54:12
11. EMS Agency Report on the Exclusive Emergency Ambulance Provider Contract Compliance for AMR for the months of May and June, dated August 13, 2006
12. EMS Agency Report on the Exclusive Emergency Ambulance Provider Contract Compliance for American Medial Response for the months of July and August 2006, dated November 9, 2006
13. EMS Agency Report on the Exclusive Emergency Ambulance Provider Contract Compliance for American Medial Response for the months of September and October 2006
14. EMS Agency Report on the Exclusive Emergency Ambulance Provider Contract Compliance for AMR for November and December 2006
15. Letter to EMS from Stockton Fire Department Consultant/Investigator re: Medical Dispatch-Keyser Drive dated November 8, 2006

16. Letter to the Chairman of the San Joaquin County Board of Supervisors from the Mayor of Stockton dated July 27, 2006
17. Trittech CAD-to-CAD (Computer Assisted Dispatch) Functional Specification Documents
18. Logisys CAD-to-CAD Functional Specifications Documents
19. Unusual Occurrences Filed by the Stockton Fire Department with Delayed Calls Highlighted.
20. CAD-to-CAD Links report (Computer Assisted Dispatch) from AMR/LifeCom to the Stockton Fire Department from September 9, 2006 to March 19, 2007 of responses that were two minutes or longer.
21. Structure Fire Call Times submitted by AMR/LifeCom to EMS that conflict with the times AMR/LifeCom submitted to the Stockton Fire Department.
22. Series of Letters (May 1 and May 2, 2006) from Chief Hittle, Stockton Fire Department to Kenneth Cohen, Director, San Joaquin County Health Care Services, detailing perceived dispatch and communication problems.
23. May 3rd Letter from Kenneth Cohen to Chief Hittle responding to Chief Hittle's letters of May 1 and May 2.
24. Series of Letters (May 5, May 9) from Chief Hittle to Kenneth Cohen detailing perceived EMS system failures.
25. Memorandum dated December 19, 2003 from the San Joaquin County Fire Chiefs Association to Chico Research Foundation with a subject of Redesign of County EMS System.
26. San Joaquin County EMS Agency Continuous Quality Improvement Meeting Rules
27. Letter from the Chief of the Tracy Fire Department, dated February 13, 2007, to the Director of the Administrative Services Department for the City of Stockton concerning the issue of public safety radio frequencies
28. Letter from Chief Hittle of the Stockton Fire Department, dated February 26, 2007, to Chief Bosch of the Tracy Fire Department concerning the Public Safety Radio Frequencies.
29. Report to the Board of Supervisors by the Fire Chief, Ripon Fire District, Chairman, San Joaquin County Joint Radio Users Group (SJCJRUG)
30. March 29 communication from the Stockton Fire Department to EMS, Re: Information Exchange.

31. Unusual Occurrence Case #06489, Public Report, January 29, 2007

Relevant Law and Regulations:

32. Health and Safety Code, Division 2.5, Section 1797.200

33. Health and Safety Code, Division 2.5, Section 1797,204

34. Health and Safety Code, Division 2.5, Section 1798

35. California Code of Regulations, Title 11, Division 9, Chapter 12, EMS System Quality Improvement

Relevant San Joaquin County EMS Agency Policy and Procedures:

36. San Joaquin County EMS Policy No. 540.01 Unusual Occurrence

37. San Joaquin County EMS Agency No. 3001, Guidelines for EMS Call Screening by Primary Public Safety Answering Points

38. San Joaquin County EMS Agency No. 3001A, PSAP Call type Flow Sheet

39. San Joaquin County EMS Agency No. 3101, Emergency Ambulance Service Provider Dispatch Requirements

40. San Joaquin County EMS Agency No. 6620, Continuous Quality Improvement Process

41. EMS Form #6002, Unusual Occurrence Report, August 16, 2006

Relevant LifeCom EMS and Fire Dispatch Policies and Procedures:

42. MPDS Implementation and EMD Call Processing

43. Emergency Call Taking and Law Enforcement/Fire/First Responder Call Notification

44. GIS/GEO File Troubleshoot Procedure

45. Sentinel Event Notification Matrix

46. Letter from EMS to Stockton Fire Department dated November 22, 2006, Re: Unusual Occurrence Report, SJCEMSA Case #6459

47. Letter from EMS to Stockton Fire Department dated November 22, 2006 Re: Unusual Occurrence Report, SJCEMSA Case #6443

48. Data Reduction Methodology used by Inspironics for January 2007

49. Listing of Unusual Occurrence Reports Categorized by Type for EMS Continuous Quality Improvement Meeting of March 15, 2007

FINDINGS:

1. The current method of dispatch has land line 911 calls going to primary Public Safety Access Points (PSAPs). Depending on the location of the call, the call goes to the Stockton Police Department for Stockton, Lodi Police Department for Lodi, etc., and anything in the unincorporated County area goes to the San Joaquin County Sheriff's Department. The fire and medical emergency calls for Stockton, Lodi and Manteca go to the Stockton Fire Department. Stockton dispatches these fire departments as before and at the same time informs the LifeCom center of the medical emergency. County 911 calls go to the Sheriff's Department with fire calls transferred to Stockton as before and medical calls transferred to AMR's LifeCom Center. Since this process is the same as before the new contract was implemented, the dispatch times and service should be comparable.

2. All 911 cell phone calls go to the California Highway Patrol (CHP). In the past the CHP would transfer fire and medical calls to the Stockton Fire Department for dispatch. Since May 2006 the CHP transfers fire and medical calls to AMR's LifeCom Center. As a result of this change some dispatch problems and delays have been occurring. If it is a medical emergency call, both the fire department and ambulance are dispatched virtually simultaneously over the CAD-to-CAD system between LifeCom and Stockton Regional Dispatch Center with a subsequent follow-up phone call. The CAD-to CAD system from LifeCom to Stockton was set up to transfer medical information, not fire information. So if the cell phone call is a fire call, it has been necessary for LifeCom to phone Stockton with the fire information, causing delays longer than before the contract was implemented.

3. Following an extensive review and investigation of the allegation of serious dispatch failures, the Grand Jury has determined that there are at the present time few dispatch failures by AMR which are affecting the response and provision of emergency medical services to the residents of San Joaquin County; given the approximate 3,000 calls dispatched by AMR each month, the failure rate is very low. There were problems at the beginning of the contract; however, with the CAD-to-CAD communications now in place, significant dispatch delays for emergency medical service are not occurring. Many of the Fire Departments noted that there were similar problems in the 1990's when they began to be dispatched by Stockton.

4. In addition to the general investigation of the Emergency Medical Dispatch System, the Grand Jury investigated the specific allegations made by two Fire Departments as well as those contained in the original complaint.

On March 20, the Grand Jury received a list of Structure Fire Incidents that purported to document unacceptable delays as a result of issues with the LifeCom Fire Dispatch Center operated by AMR in Salida. The document indicated that the average time from call receipt to dispatch on structure fires for the last year was 51 seconds. The Grand Jury already had the results of an investigation of these same incidents conducted by the San Joaquin County Radio Users Group (SJCRUG), which had concluded the following: "No delay exists that is inconsistent with those inherent calls coming into the systems from cellular phones." This group also discussed the inherent problems with cellular phone calls and the difficulty of determining location. The full report of this group's findings was presented to the County Board of Supervisors on February 6th, 2007, including a table noting the actual times LifeCom received the call and subsequent dispatch to Stockton. Of special note is the following conclusion from the report: "SJCRUG is pleased with the services we are receiving from LifeCom and are looking forward to our partnerships in the future." The SJCRUG is comprised of representatives from the following fire departments and districts: Escalon, Ripon, Lathrop-Manteca, Farmington, Linden-Peters, Clements, Woodbridge, Tracy, French Camp, Liberty, Mokelumne, Colleagueville, Waterloo-Morada, Thornton, Montezuma, and Manteca. The Grand Jury therefore concludes that the current response time is acceptable.

5. Another continuing allegation is that LifeCom does not have an up-to-date Geographic Information System (GIS) file and therefore does not have all of the addresses in the City of Stockton as well as the County. As noted in one Unusual Occurrence Report, there were problems with the GIS used by LifeCom from a private company. However, subsequent to that time, the GEO/GIS database was updated with the County and City Database on November 16, 2006. This action was confirmed by the EMS Office in letters to the Stockton Fire Department dated November 22, 2006. In addition, to confirm this update, the Grand Jury visited the LifeCom Center, observing that an update had been completed, and verifying it with the Stockton GIS Coordinator and the GIS Manager for San Joaquin County. These databases are now transferred to LifeCom on the 15th of each month using File Transfer Protocol (FTP).

6. The Grand Jury found in interviews with staff from the Stockton and Lodi Fire Departments that they believe a private company should not do emergency medical dispatch. Based on this presumption, these cities, plus Manteca, have refused to dispatch medical calls through LifeCom. Some of the background in this matter includes a Memorandum dated December 19, 2003, from the San Joaquin County Fire Chiefs Association to the Chico Research Foundation with a subject of Redesign of County EMS System which they believe was ignored. An earlier agreement between the Stockton Fire Department and AMR to submit a joint application for dispatch fell apart when AMR dropped out of that agreement and subsequently was awarded the contract for dispatch in San Joaquin County. The end result has been a continual process of submitting unusual occurrence reports, which often appear to exaggerate problems and response times. Based on the interviews, documents reviewed, and organizations visited, and as noted above, this process seems to have continued to this day including problems that have already been investigated and/or resolved.

Of particular note, of the 558 Unusual Occurrence reports for January, 117 were generated by the Stockton Fire Department complaining about LifeCom and 423 were generated by LifeCom complaining about the Stockton Fire Department. The remaining unusual occurrence reports, which did not contain so-called "dispatch" problems, have been resolved. A significant number of these Unusual Occurrences were complaints about data missing from the CAD-to-CAD system. It now appears that after many months of replicated complaints about missing data, Stockton and AMR are going to be working on a Phase II of the CAD-to-CAD systems that should include both medical as well as fire dispatch data.

7. Subsequent to the refusal of Stockton, Lodi, and Manteca to change the medical dispatch, San Joaquin County filed a lawsuit to make them comply. Part of the issue now focuses on allegedly contradicting statutes, with the cities noting that the 911 law says that local governments decide where 911 calls go and the County noting an EMS law that assigns responsibility for EMS questions to the County.

8. The Grand Jury investigated the allegations made in the complaint, including negligence, illegality, manipulation of data, and questions regarding the "misconduct fines."

a. The Grand Jury has found no validity in any of these charges. As to covering up problems, they are all examined in the compliance reports presented to the Board of Supervisors and the public has access to all reports on the County's website. In fact, this web site has a great amount of relevant information. The Grand Jury found no indications of a cover-up.

b. As to the manipulation of emergency call receipt, turn over of calls and dispatch, the Grand Jury's investigation found no such manipulation. On the contrary, all data is entered into a database which is immediately replicated a number of times both for back up but also for analysis and compilation by EMS. Only one EMS edit of any item is allowed and it is highlighted for later review. The response data itself is also analyzed and compiled by an outside contractor (Inspironics) who provides this service for five other counties. This data is then sent back to EMS for further review and submission to the Board of Supervisors. Thus the data is examined by both EMS and an outside company. To believe that this Company would jeopardize its reputation and/or contracts with other counties just to manipulate data does not seem reasonable.

c. As to the so-called "misconduct fines," the only actions which have resulted in the reduction of fines are again publicly available on the internet with a letter from AMR to EMS dated August 9, 2006, appealing the fines for May and June 2006. A follow-up letter from EMS to AMR dated October 4, 2006 has the subject: Appeal of Fines for May and June 2006. This letter notes that the fines were reduced after a review and recommendation by the Ambulance Contract Advisory Group (ACAG). No subsequent exceptions have been given nor fines reduced.

9. The Grand Jury finds that the only real threat which might affect the response and provision of emergency medical services to the residents of San Joaquin County has been identified by the EMS Agency itself in its Contract Compliance Report for November and December dated February 27, 2007. The problem identified is the growing problem of delays of transferring care from the ambulances to the emergency departments in the local hospitals. In some hospitals the transfer of care has exceeded four hours with six or more ambulance crews treating their patients in the emergency department hallways waiting for the hospital to accept the patients. The report notes that this problem can lead to AMR's request of more exemptions related to response time, but more importantly it significantly degrades the number of ambulances available for subsequent emergency service and transport. The Grand Jury supports the EMS Agency's efforts to resolve the growing problem of delays of transferring care in the emergency department.

RECOMMENDATIONS:

1. It is time for all agencies to set aside their differences, stop using the Unusual Occurrence process to discredit each other and to work together on improving Emergency Medical and Fire Dispatch in San Joaquin County and resolving any problems that exist. A number of organizations are already in place to provide a forum for this cooperation, including the EMS Quality Improvement Council, the San Joaquin County Fire Chiefs group, the San Joaquin County Radio Users Group and the 911 Primary PSAP Organization. This collaborative process is crucial to the health and safety needs of the people of San Joaquin County.

2. The EMS Agency, AMR, and Stockton Fire Department need to ensure that Phase II of the CAD-to-CAD system goes forward quickly to resolve any missing data issues.

3. The Grand Jury recommends that the cities of Stockton, Lodi and Manteca immediately begin to have their Emergency Medical Needs dispatched by LifeCom. However, the members recognize that there is a litigation issue concerning the control of 911 calls by local governments. When this litigation is decided, no matter the outcome, these cities should reevaluate their stance on Emergency Medical Dispatch and work together to serve the residents of San Joaquin County.

RESPONSE REQUIRED:

Pursuant to Section 933.05 of the Penal Code:

The Stockton City Council (all three recommendations), the Lodi City Council (recommendations #1 and #3), and the Manteca City Council (recommendations #1 and #3) shall report to the Presiding Judge of the San Joaquin County Superior Court, in writing and within 90 days of publication of this report, with a response as follow:

As to each finding in the report a response indicating on the following:

- a. The respondent agrees with the finding.

- b. The respondent disagrees with the finding, with an explanation of the reasons therefore.

As to each recommendation, a response indicating one of the following:

- a. The recommendation has been implemented, with a summary of the action taken
- b. The recommendation has not yet been implemented, but will be with a time frame for implementation.
- c. The recommendation requires further analysis, with an explanation of the scope of analysis and a time frame not to exceed (6) six months
- d. The recommendation will not be implemented, with an explanation therefore.



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Approval of Expenses Incurred by Outside Counsel/Consultants Relative to the Environmental Abatement Program Litigation and Various Other Cases being Handled by Outside Counsel (\$131,276.78).

MEETING DATE: September, 5, 2007 City Council Meeting

PREPARED BY: City Attorney's Office

RECOMMENDED ACTION: That the City Council approve for payment expenses incurred by outside Counsel/Consultants related to the Environmental Abatement Litigation in the total amount of \$128,412.63, and various other cases being handled by Outside Counsel in the amount of \$2,864.15.

BACKGROUND INFORMATION: Listed below are invoices from the City's outside counsel, Folger, Levin & Kahn; Kronick, Moskovitz, Tiedemann & Girard; and Miscellaneous Invoices for services incurred relative to the Environmental Abatement Program litigation, and various other matters that are currently outstanding and need to be considered for payment.

Folger Levin & Kahn - Invoices Distribution				Water Acct.
Matter No.	Invoice No.	Date	Description	Amount
8002	103583	Jul-07	People v M&P Investments	4,773.99
8003	103591	Jul-07	Hartford Insurance Coverage Litigation	213,894.04
			Credit for June Client Charges for overpayment of Costs on Inv.#102108	(1,730.09)
			Contingency Fee Amount Savings	(162,163.95)
8008	103584	Jul-07	City of Lodi v. Envision Law Group	26,447.67
	270707a	7/27/07	Dr. Jim A. Field, Expert	11,775.00
		8/3/07	George Tchobanoglous, Ph.D.	9,312.30
	6934	5/31/07	West Environmental Services(Krasnoff	5,440.76
	7117	7/31/07	West Environmental Services(Krasnoff	2,827.50
	278302	8/2/07	GeoTrans, Inc. (Jim Mercer)	1,861.00
Total				\$112,438.22

APPROVED:


Blair King, City Manager

Kronick Moskowitz Tiedemann & Girard - Invoices Distribution

Matter No.	Invoice No.	Date	Description	100351.7323	1211.182	Water Acct.
11233.026	234152	07/25/07	Lodi First v. City of Lodi	758.00		
11233.027	234152	07/25/07	Citizens for Open Government v.	58.10		
11233.029	234152	07/25/07	AT&T v. City of Lodi	663.35		
11233.030	234152	07/25/07	Water Supply Issues-Not Pce Related			1,457.00
11233.032	234152	07/25/07	CFD Formation		95.70	
			Credit/Overpayment Applied	(168.00)		
			Total	1,311.45	\$95.70	\$1,457.00

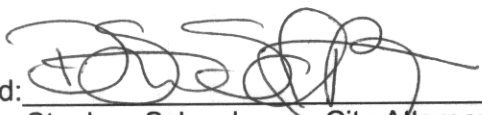
MISCELLANEOUS

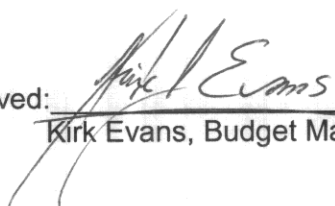
Invoice No.	Date	Description	Water Account Amount
875101	8/1/2007	Harry A. Cannon, Inc.	2,102.82
875801	8/6/2007	Harry A. Cannon, Inc.	1,597.93
876001	8/6/2007	Harry A. Cannon, Inc.	1,004.51
876301	8/10/2007	Harry A. Cannon, Inc.	2,457.23
1331004-100	8/13/2007	JAMS Mediation Services	2,210.42
2099	8/8/2007	Benchmark Video	6,601.50
			<u>\$15,974.41</u>

FISCAL IMPACT: Expenses in the amount of \$1,311.45 will be paid out of the General Fund and \$816.10 billed to Walmart for City's defense of the Lodi First litigation and Citizens for an Open Government. The remaining expenses will be paid out of the Water Fund and the Capital Outlay Fund.

FUNDING AVAILABLE:

Water Fund	\$129,869.63
General Fund	\$ 1,311.45
Capital Outlay Fund (1211.182)	\$ 95.70


 Approved: _____
 Stephen Schwabauer, City Attorney

Approved: 

 Kirk Evans, Budget Manager



LODI CITY COUNCIL
Carnegie Forum
305 West Pine Street, Lodi

AGENDA - Lodi Financing Corporation
Date: September 5, 2007
Time: 7:00 p.m.

For information regarding this Agenda please contact:

Randi Johl
City Clerk
Telephone: (209) 333-6702

MEETING OF THE
Lodi Financing Corporation

- A. Call to order – President
- B. Roll call to be recorded by Secretary
- Res. C. Adopt Resolution Declaring the Intent of the Lodi Financing Corporation to Reimburse Certain Expenditures from Proceeds of Indebtedness for Wastewater Projects (CM)
- D. Other business
- E. Comments by public on non-agenda items
- F. Adjournment

Pursuant to Section 54954.2(a) of the Government Code of the State of California, this agenda was posted at least 72 hours in advance of the scheduled meeting at a public place freely accessible to the public 24 hours a day.

Randi Johl
Secretary
Lodi Financing Corporation



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Meeting of the Lodi Financing Corporation for the Purpose of Adopting Resolution Declaring its Intent to Reimburse Certain Expenditures from Proceeds of Indebtedness for Wastewater Projects

MEETING DATE: September 5, 2007

PREPARED BY: City Manager

RECOMMENDED ACTION: Adopt a resolution declaring the intent of the Lodi Financing Corporation to reimburse certain expenditures from proceeds of indebtedness for wastewater projects .

BACKGROUND INFORMATION: The City of Lodi has entered into the Phase 3 construction project of the White Slough Water Pollution Control Facility, which is necessary to meet current and anticipated State of California regulatory requirements and improve treatment process reliability.

The City is also planning to rehabilitate approximately five (5) miles of the Domestic Outfall Pipeline, a 48-inch diameter reinforced concrete pipe initially installed during the late 1960's. The Phase 3 project is underway and the intended financing will be needed to pay for final project costs. Staff anticipates the initial phases of the pipelines work to commence in 2008.

In order to recapture what are deemed as reimbursable expenses from future bond proceeds, Council adopted a resolution at its meeting of August 1, 2007, declaring this intent. The resolution does not commit the City to make any expenditures, incur any indebtedness, seek other financing means, or proceed with the project. The resolution only provides the City with the ability to seek reimbursements for already incurred and future cost should the City proceed with Certificates of Participation in the future. This resolution is solely for the purposes of establishing compliance with the requirements of Section 1.150-2 of the Treasury Regulations.

It is necessary for the Lodi Financing Corporation to adopt a resolution as well declaring this intent.

FISCAL IMPACT: The City's Financial Advisor, Tom Dunphy, has recommended taking this step, but he is also assisting the City in looking at alternatives to COP financing.

FUNDING AVAILABLE: Not applicable.

BK/jmp

cc: Stephen Schwabauer, City Attorney
Charles Swimley, Water Services Manager
Tom Dunphy

Blair King
City Manager

APPROVED: _____
Blair King, City Manager

RESOLUTION NO. LFC-16

A RESOLUTION OF THE LODI FINANCING CORPORATION
DECLARING ITS INTENT TO REIMBURSE CERTAIN
EXPENDITURES FROM PROCEEDS OF INDEBTEDNESS

WHEREAS, the City of Lodi (the "City") owns and operates a wastewater system (the "System") serving the City and its inhabitants; and

WHEREAS, the City intends to acquire, install, and construct additions, replacements, and improvements to the System, including outfall relocation, secondary plant improvements, a treatment wetland, and other improvements (the "Project"); and

WHEREAS, the City expects to pay certain expenditures (the "Reimbursement Expenditures") in connection with the Project prior to the issuance of indebtedness for the purpose of financing costs associated with the Project on a long-term basis; and

WHEREAS, the City reasonably expects that debt obligations in an amount not expected to exceed \$28,000,000 will be issued in connection with the Project and that certain of the proceeds of such debt obligations will be used to reimburse the Reimbursement Expenditures; and

WHEREAS, proceeds of such debt obligations will be allocated to reimbursement expenditures no later than 18 months after the later of (i) the date the cost is paid, or (ii) the date the Project (or each component thereof) is placed in service or abandoned (but in no event more than three years after the cost is paid).

NOW, THEREFORE, BE IT RESOLVED by the Lodi Financing Corporation as follows:

Section 1. The Corporation finds and determines that the foregoing recitals are true and correct.

Section 2. The Corporation hereby declares its official intent to use proceeds of indebtedness to reimburse itself for Reimbursement Expenditures.

Section 3. This declaration is made solely for purposes of establishing compliance with the requirements of Section 1.150-2 of the Treasury Regulations. This declaration does not bind the Corporation to make any expenditure, incur any indebtedness, or proceed with the Project.

Section 4. This resolution shall take effect from and after its adoption.

Dated: September 5, 2007

I hereby certify that Resolution No. LFC-16 was passed and adopted by the Lodi Financing Corporation in a special meeting held September 5, 2007, by the following vote:

AYES: DIRECTORS –

NOES: DIRECTORS –

ABSENT: DIRECTORS –

ABSTAIN: DIRECTORS –

RANDI JOHL
Secretary